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Director & State Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

November 20, 2014

REQUEST FOR OFFER

RFO #: 14-CFH-0877

For:

Independent Verification and Validation (IV&V) consultant services for the
Women, Infants and Children (WIC) Program

For: Information Technology (IT) Consultant Services

You are invited to review and respond to this Request for Offer (RFO). To submit an offer for these services, you must comply with the instructions contained in this document as well as the requirements stated in the State's Scope of Work (SOW), Attachment 1, and Cost Worksheet, Attachment 5. By submitting an offer, your firm agrees to the terms and conditions stated in this RFO and your proposed California Multiple Award Schedule (CMAS) contract.

Read the attached document carefully. The RFO due date is: **December 19, 2014 3:00 p.m.** Responses to this RFO and any required copies must be clearly labeled and submitted to the department contact noted below.

Department Contact:

California Department of Public Health
Centralized Contract Services Unit
Attn: *Juanita Rodriguez*
1616 Capitol Avenue, MS 1802
Sacramento, CA 95814

Phone: (916) 650-0138 Fax: (916) 650-0110

Email address: Juanita.rodriguez@cdph.ca.gov

SECTION ONE

1. General Information

1.1 Purpose

The purpose of this Request for Offers (RFO) is to procure an IT Consultant to perform Independent Verification and Validation (IV&V) services on an as needed basis during the procurement planning and Request for Proposals (RFP) development phase of the eWIC Management Information System (eWIC MIS) project.

The goal of the eWIC MIS project is to transfer, modify, and implement an MIS system for the State of California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program. The MIS system will be integrated with an online, out-sourced Electronic Benefit Transfer (EBT) system. A formal procurement with a Request for Proposal (RFP) will be conducted to establish a contract with a vendor for Design, Development and Implementation (DD&I) services to transfer, modify, and implement a USDA authorized MIS transfer system for the California WIC program. The MIS transfer system will replace the existing mainframe based WIC MIS system.

In a separate procurement, the eWIC MIS project will engage a contractor to prepare a procurement plan and develop the RFP for DD&I services. The procurement planning and RFP development contractor, in conjunction with CDPH staff, will prepare the following procurement related documents for the eWIC MIS project:

- The Work Plan for development of the DD&I RFP
- The Strategy and Plan for the DD&I procurement
- The Evaluation and Selection Plan
- Functional and Technical Requirements for the MIS transfer system
- The Statement of Work (SOW) for DD&I services
- The draft RFP for DD&I services.

This RFO #14-CFH-0877 is to acquire Independent Verification and Validation (IV&V) services to review and evaluate the procurement plan and RFP developed for the DD&I services acquisition. The IV&V Consultant(s) will perform independent review of the procurement planning and RFP development documents for the eWIC MIS procurement and report their findings to WIC management and the California Department of Technology (CalTech). The specific tasks and deliverables associated with this RFO are included in the Scope of Work (SOW), Attachment 1 of this document. The IV&V Consultant(s) must have extensive knowledge and experience with performing IV&V services for IT system procurements and RFP development.

1.2 Background

WIC is a Federal nutrition program that helps pregnant women, new mothers, and young children eat well, learn about nutrition and stay healthy. In California, the WIC Program operates within the California Department of Public Health (CDPH) which is located within the California Health and Human Services Agency (CHHS). CDPH is the state's lead department for public health policy and advocacy. CDPH's Center for Family Health (CFH) administers the California WIC Program.

WIC's goal is to improve health by informing families about good health practices and by providing nutritious foods to eligible Californians. WIC is designed to serve income-eligible applicants who are nutritionally or medically at risk. The WIC Program is funded by the United States Department of Agriculture (USDA) and governed by Federal Regulations contained in the Federal Register 7 CFR Part 246.

The implementation of a USDA approved MIS system in California’s technical environment and integration with an online, out-sourced hosted EBT system will allow the California WIC Program to support the CDPH’s long tradition of public health service by improving services to participants and maintaining financial and operational integrity of the WIC Program. The implementation of these systems also allows the California WIC Program to meet the USDA Food and Nutrition Service (FNS) requirement for implementation of WIC EBT by October 1, 2020.

CDPH conducted analyses required by USDA FNS Handbook 901 to obtain approval to transfer and implement a WIC MIS in California. California WIC has elected to transfer, modify and implement a USDA approved, operational MIS system compliant with the USDA’s WIC Universal MIS-EBT Interface (WUMEI) standard. California WIC seeks to adopt a State Agency Model (SAM) transfer system or non-SAM system which meets the USDA functional requirements and is modifiable to meet identified California requirements while also being capable of resolving California WIC’s capacity needs. CDPH intends to establish a contract with a qualified vendor to transfer, modify, implement and support one of the USDA approved MIS systems for the WIC Program in California.

The scope of eWIC MIS deployment includes the state level WIC headquarters office and eighty-four (84) local agencies, composed of approximately 650 service sites, around the state. System hosting of the MIS transfer system will be performed within a managed environment at the California Data Center near Sacramento, California. The new eWIC MIS system will replace the existing Integrated Statewide Information System (ISIS) currently used for WIC MIS in California. The eWIC MIS project will collaborate with California’s EBT processor to concurrently implement the California WIC MIS transfer system and online EBT in the California environment in compliance with USDA and industry standards.

CDPH expects to release the RFP for the DD&I services procurement between March and June 2015. The Statewide Technology Procurement Division (STPD) will be the procurement official for the MIS procurement.

1.3 Key Action Dates

It must be understood that time is always of the essence, both for the RFO submittal and Purchase Order completion. Respondents are advised of the key dates and times shown below. Offers not received by the due dates will be deemed nonresponsive and will not be considered.

	Event	Date	Time
1.	Release of RFO	November 20, 2014	---
2.	Deadline for Submission of Written Questions	November 25, 2014	10:00 a.m. DST
3.	Response to Written Questions	December 2, 2014	---
4.	Due Date for RFO Response	December 19, 2014	3:00 p.m. DST
5.	Mandatory Interviews	TBD	TBD
6.	Anticipated Award	February 10, 2015	3:00 p.m. DST
7.	Consultant Staff Begin (after contract is signed)	February 17, 2015	

1.4 Questions Relating to this RFO

All offerors are encouraged to carefully review all pages of this RFO. All questions, comments and concerns about this RFO or clarification regarding the services sought must be submitted electronically to Juanita Rodriguez at Juanita.rodriquez@cdph.ca.gov by the due date. All answers to any questions will be emailed to all offerors.

1.4.1. What to Include in a Question or Inquiry

- A. Inquirer's name, name of firm submitting the question or inquiry, mailing address, email address, area code and telephone number, and fax number
- B. A description of the subject or issue in question or discrepancy found
- C. RFO number and section, page number or other information useful in identifying the specific problem or issue in question
- D. Remedy sought, if any.

1.4.2. Question Deadline

Submit questions and inquiries no later than the date and time stated in Section One, Item 1.3. Key Action Dates.

1.5 Cost

The estimated value of this project shall not exceed \$30,000. Any offers received exceeding this amount will be rejected.

1.6 Purchase Order

Upon final approval, the Purchase Order will be for a maximum period of eighteen (18) months, subject to the availability of federal funding. This RFO document, the offeror's response to this document, and the Department of General Services' California Multiple Award Schedule (CMAS) contract, by reference, will be made part of the ordering department's Standard 65 Purchasing Authority Purchase Order and procurement contract file. The awarded Agreement will incorporate all provisions of the CMAS contract.

No performance of service may commence prior to the execution of the Purchase Order.

1.7 Amendment of Purchase Order

The purchase order may be amended for changes in quantity or time due to delays. All amendments must be approved by CDPH prior to implementing any change.

CDPH reserves the right to extend the term of the resulting agreement for up to one (1) year to complete or continue services. Contract extensions are subject to satisfactory performance and possible approval by DGS, if required.

Agreement will be in no force or effect until it is signed by both parties and approved by DGS, if required. The offeror is hereby advised not to commence performance until all approvals have been obtained. If performance commences before all approvals are obtained, said services may be considered voluntary.

1.8 Availability

The contractor must be able to meet the requirements of this RFO and be ready to begin work within five (5) business days of the start date of the Purchase Order.

1.9 Follow-on Contracts are Prohibited

Per Public Contract Code 10365.5, no person, firm or subsidiary thereof who has been awarded a purchase order for consulting services may be awarded a purchase order for the provision of services which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order. Therefore, any consultant who participates in development of the MIS RFP and related documents is precluded from providing any work as a prime contractor or sub-contractor under the contract that results from the MIS RFP.

1.10 Cancellation

The RFO may be cancelled and any or all offers rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. The RFO and any or all offers may be rejected if the State does not receive United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) funding required to proceed with this Purchase Order.

This Purchase Order may be canceled or terminated by CDPH without cause upon thirty (30) calendar days advance written notice to the Contractor. Such notification shall state the effective date of the termination or cancellation and include any final performance, payment, or invoicing requirements.

SECTION TWO

2. RFO Response Guidelines

To submit a response to this RFO, you must comply with the instructions contained in this section. By submitting a response, your firm agrees to the terms and conditions stated in this RFO and the CMAS contract.

2.1. Offeror's Response Submission Requirements

Responses to this RFO must contain all information requested and must conform to the format described in this section. It is the offeror's responsibility to provide all necessary information for the State to evaluate the response, verify requested information and determine the offeror's ability to perform the tasks and activities defined in Attachment 1, entitled Scope of Work (SOW).

The offeror must submit one (1) original response, three (3) required copies, and include a copy of the current CMAS contract to the contact name and address contained on the cover sheet of this RFO. The offeror must also submit one (1) electronic copy on a disk in Portable Document Format (PDF) format.

The response and copies can be sent overnight express, U.S. mail or hand delivered, and must be received by the date specified in Section One, Item 1.3. Key Action Dates.

2.2. RFO Response Content

The response shall be organized into sections in the order described below and according to the Review Criteria found in Section Three, Item 3.2. The following sections and respective documents must be submitted in the offeror's response:

2.2.1. Section A – Attachment 2 - Cover Sheet

The offeror must complete Attachment 2, Cover Sheet included in this RFO.

- A. Scope of Work Narrative - The offeror must append a narrative to the cover sheet describing how they meet the Mandatory Requirements in Section Three, Item 3.2.2 and Desirable Qualifications in Section Three, Item 3.2.3., and will perform the work necessary to accomplish the tasks described in Attachment 1, entitled Scope of Work. This narrative should include the strengths the offeror possesses and the benefits of choosing the offeror for this project. The narrative is not to exceed two (2) pages.

2.2.2. Section B – Attachment 3 - Mandatory Requirements Form

- A. The offeror and each proposed staff person must complete Attachment 3 - Mandatory Requirements.

Offerors may propose up to two (2) consultants to perform the work tasks described in the SOW in Attachment 1. Failure to meet any mandatory requirement will result in the Offeror's response being disqualified from further evaluation. Each proposed staff person must complete the mandatory requirements form.

2.2.3. Section C – Attachment 4 - Desirable Qualifications Form

- A. The offeror must complete Attachment 4 – Desirable Qualifications. Each proposed staff person must complete the desirable qualifications form.

2.2.4. Section D Attachment 5 - Cost Worksheet

- A. The offeror must complete Attachment 5 - Cost Worksheet that identifies the classification that corresponds to the classifications appearing in DGS's CMAS contract, hourly rate, estimated hours and total cost to complete the SOW tasks.

2.2.5. Section E – Attachments 6 – 8A - Customer References

- A. The offeror and consultant(s) must submit a minimum of three (3) customer references on the following forms to validate experience providing IV&V consultant services for the IT projects.

- 1. Attachment 6, Customer Reference List (3 references for Offeror)
- 2. Attachment 6A, Customer Reference List (3 references for each Consultant)

- B. The offeror and consultant(s) must submit the following forms for each reference they have listed on Attachments 6 and 6A:

- 1. Attachment 7, Customer Experience Reference Forms (Offeror)
- 2. Attachment 7A, Customer Experience Reference Forms (for each Consultant)

The descriptions of the projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the Purchase Order resulting from this procurement.

- C. The offeror and IV&V consultant(s) must submit the following forms for references (a total of six (6) or nine (9) forms, depending if there are one or two IV&V Consultants in the offer):

- 1. Attachment 8, Reference Rating Forms (Offeror)
- 2. Attachment 8A, Reference Rating Forms (for each Consultant)

These references must be selected from the references listed on Attachment 6 and 6A. Attachment 7 and 7A may be faxed or sent electronically to the customer reference for them to complete and return to the offeror. **Only three (3) completed Attachment 8 and**

8A Reference Rating Forms are to be included in the offeror’s response package (total of six (6) or nine (9) forms, depending if there are one (1) or two (2) IV&V Consultants in the offer). The Reference Rating Forms received will be used in the point scoring evaluation of the offeror’s response package.

- D. The State may contact any of the customers named on the Attachments 6, 6A, 7, 7A, 8 and 8A to validate the information provided by the offeror and to determine the customer’s overall satisfaction with the services provided. Therefore, it may prove beneficial to the offeror and proposed consultant(s) to contact referenced customers to ensure their contact information provided on the Customer Experience Reference Form is up-to-date.

2.2.6. Section F – Attachments 9 – 11 - Response to Miscellaneous Forms

- A. Attachment 9 - Confidentiality Statement, the offeror must sign, date and submit
- B. Attachment 10 – Conflict of Interest and Confidentiality Certification, all staff must fill out and sign.
- C. Attachment 11 – FNS Required Federal Provision, no response needed.

SECTION THREE

3. RFO Review of Offers

3.1. Review Process

Each response to this RFO will be reviewed for responsiveness to the requirements stated in the RFO. Responses will only be evaluated based on the information provided. Offerors should ensure that all relevant information is fully and completely provided for the review. If a response is missing required information, it may be deemed not responsive. Further review is subject to the State’s discretion.

3.2. Review Criteria

The review criterion consists of six (6) parts: Administrative Requirements, Mandatory Qualifications, Desirable Qualifications, References, Cost, and Interview.

3.2.1. Administrative Requirements Criteria (Pass/Fail)

The administrative items listed in the table below are required. Failure to complete, sign, and submit any of these items will result in the offeror’s response being disqualified from further review.

Administrative Requirements	Yes	No
Attachment 2 – Cover Sheet and: Scope of Work Narrative (maximum of 2 pages)		
Attachment 3 – Mandatory Qualifications (Offeror)		
Attachment 3 – Mandatory Qualifications (IV&V Consultant)		
Attachment 4 – Desirable Qualifications (IV&V Consultant)		
Attachment 5 – Cost Worksheet		
Attachment 6 – Customer Reference List (Offeror)		
Attachment 6A – Customer Reference List (IV&V Consultant)		
Attachment 7 – Customer Experience Reference Form (Offeror)		

Attachment 7A – Customer Experience Reference Form (IV&V Consultant)		
Attachment 8 – Reference Rating Form (Offeror)		
Attachment 8A – Reference Rating Form (IV&V Consultant)		
Attachment 9 – Confidentiality Statement		
Attachment 10 – Conflict of Interest and Confidentiality Certification (State of California Department of Technology)		

3.2.2. Mandatory Qualifications (Pass/Fail)

Offerors may propose up to two (2) consultants to perform the work tasks described herein. Each IV&V Consultant offered by the Offeror must satisfy the mandatory qualifications identified below. Failure to meet any mandatory qualifications will result in the Offer’s response being disqualified from further evaluation. The following mandatory experience qualifications may overlap with each other but not with the desirable qualifications.

- A. The company must have the following minimum qualifications.
 - 1. A minimum of five (5) years of experience working with large government agencies at the state level. The company must demonstrate proven experience working effectively with state agencies.
 - 2. A minimum of two (2) years of experience that includes the demonstrated competency and successful completion of conducting IV&V services of similar complexity and scope of this RFO.

- B. The IV&V consultant proposed must have the following minimum qualifications.
 - 1. A minimum of four (4) years of experience performing IV&V services. This experience must include the demonstrated competency and successful completion of conducting IV&V evaluations and analyses of similar complexity and scope of this RFO.
 - 2. A minimum of three (3) years of experience related to formal procurements of DD&I services for IT projects within government. This may include experience serving companies bidding on government IT contracts for DD&I services.
 - 3. A minimum of two (2) years of experience preparing RFPs for formal procurements for IT projects.

3.2.3 Desirable Qualifications (maximum 50 points)

Additional desirable qualifications include the following. Desirable qualifications must not overlap with the mandatory qualifications shown above.

In addition to the Mandatory Qualifications, the IV&V Consultant(s) may also have the following Desirable Qualifications:

- A. Additional years of experience performing IV&V services not related to IT procurements or RFP development activities (1 point per year up to a maximum of 10 points)
- B. Additional years of experience performing IV&V services related to IT procurements or RFP development activities (1 point per year up to a maximum of 10 points)
- C. Additional years of experience related to formal procurements of DD&I services for IT projects within government other than the State of California. (1 point per year up to a

maximum of 10 points)

- D. Additional years of experience related to formal procurements of DD&I services for IT projects within State of California government. (1 point per year up to a maximum of 10 points)
- E. Additional years of experience preparing RFPs for formal procurements being conducted by the State of California. (1 point per year up to a maximum of 10 points)

3.2.4. References (40 points)

Three (3) Reference Rating Forms (Attachment 8) must be submitted for the offeror, three (3) Reference Rating Forms (Attachment 8A) for each IV&V Consultant (a total of six (6) or nine (9) Reference Rating Forms required, depending if there are one (1) or two (2) IV&V Consultants in the offer). Reference Rating Forms will be evaluated and points given based on the points described on the forms.

3.2.5. Cost (60 points)

The offeror’s total costs shall not exceed the estimated value of this project (\$30,000) and the rates shall be no greater than the rates stated in its CMAS, and shall include labor, materials, supplies, travel costs, applicable taxes, and any other cost incurred to provide the services described in Attachment 1, entitled Scope of Work.

The RFO evaluation of cost will be scored on the TOTAL COST of the offer.

3.2.6. Interview (50 points)

Once the evaluation has been completed, the two (2) offerors with the highest number of points will be selected for interviews. The project team identified by the offeror must be available to attend the face-to-face interview. The interview will take place in Sacramento, California, at a date and time to be determined. The interview will consist of detailed questions designed to verify the qualifications, experience, and capabilities of the proposed consultant(s).

3.3. “Best Value” Methodology - Evaluation Process

Award of a Purchase Order resulting from this RFO will be based on a best value method that includes cost as a substantial factor in the selection process. As a result, the selected contractor’s overall approach and cost provides the best value.

Review Criteria	Percentage	Points
Desirable Qualifications	25%	50 pts
References	20%	40 pts
Cost	30%	60 pts
Interview	25%	50 pts
TOTAL	100%	200 pts

The table below displays an example of three (3) responses evaluated using “Best Value” methodology. In this example, Offer #2 is eliminated from the interview process because they have the lowest combined score and the award goes to Offer #3, the offeror with the highest “Grand Total” points.

Review Criteria	Offer #1	Offer #2	Offer #3
Desirable Qualifications Score	32 pts	46 pts	42 pts
Reference Rating Score	40 pts	36 pts	38 pts
Total Points	72 pts	82 pts	80 pts
Cost Submitted	\$113,000	\$160,000	\$150,000
Cost Calculation	$\$113,000 / \$113,000 = 1$	$\$113,000 / \$160,000 = .71$	$\$113,000 / \$150,000 = .75$
Cost Points	$1 \times 60 = 60 \text{ pts}$	$.71 \times 60 = 42.6 \text{ pts}$	$.75 \times 60 = 45 \text{ pts}$
Total Points	60 pts	42.6 pts	45 pts
Points Subtotal	$32 + 40 + 60 = 132 \text{ pts}$	$46 + 36 + 42.6 = 124.6 \text{ pts.}$	$42 + 38 + 45 = 125 \text{ pts.}$
Interview - Total Points	35 pts	0 pts	46 pts
Above Criterion + Interview GRAND TOTAL	$132 + 35 = 167 \text{ pts}$	124.6 pts.	$125 + 46 = 171 \text{ pts}$

Attachment 1 Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH), Women, Infants and Children (WIC) Program the services described herein.

The IT Consultant shall perform Independent Verification and Validation (IV&V) services on an as needed basis to conduct an independent review of the procurement planning and Request for Proposal (RFP) documents for the eWIC MIS procurement and report their findings to WIC management and California Technology Agency.

2. Contractor Staff Location

The IV&V services shall be performed at WIC headquarters located at 3901 Lennane Drive, Sacramento, CA 95834 and at CDPH headquarters in the East End Complex located in downtown Sacramento. The IV&V Consultant(s) may be required to attend meetings with STPD representatives at their offices in Rancho Cordova, CA.

The State will provide office space, chairs, telephones, and workstations with all software and connectivity deemed necessary by the State for these Contractor personnel. In addition, the State will provide the Contractor access to necessary general office equipment, such as fax machines, copiers, and printers. If the Contractor desires other items, the Contractor must supply such items, subject to approval by the State Contract Manager.

3. Contractor Staff Work Hours

The services shall be provided during working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except official State holidays.

4. Services to be Performed

Task A. Evaluation of Deliverables *(Total estimated hours: 180)*

1. The IV&V consultant will review and evaluate the procurement related and RFP development documents prepared for the eWIC MIS project as outlined in Section One of Request for Offer #14-CFH-0877. The IV&V consultant will document the results of their assessments of these documents in report deliverables. The IV&V consultant will prepare the following written evaluation reports.
 - a. IV&V Review Report: Work Plan for development of the DD&I RFP
 - b. IV&V Review Report: The Strategy and Plan for the DD&I procurement
 - c. IV&V Review Report: The Evaluation and Selection Plan
 - d. IV&V Review Report: Functional and Technical Requirements for the MIS transfer system
 - e. IV&V Review Report: The Statement of Work (SOW) for DD&I services and deliverables specification
 - f. IV&V Review Report: The draft RFP for DD&I services.
2. Each report will include an assessment of the deliverable itself as well as the project processes used to produce the deliverable. When evaluating these deliverables, areas to evaluate may include:
 - a. Content – In the opinion of IV&V, are the documents comprehensive? Do they contain the content they should contain based on IV&V's experience and industry knowledge?
 - b. Standards and Best Practices – Does the plan incorporate industry standards and best practices where appropriate?

- c. Quality – Evaluate the quality of the deliverable – is it well organized, is it well written, formatted appropriately?
- d. IV&V should document deficiencies that put the project at risk and recommendations on how to resolve the deficiency. IV&V should justify the recommendation by evaluating the potential risk to the project within the context of benefits to be gained vs. effort needed to implement the recommendation (costs, resources, etc.).
- e. The processes and practices used for the DD&I procurement including procurement planning, management and resolution of issues and risks, and the review and approval of the RFP.
- f. IV&V should identify and document deficiencies where good practices and processes are not being followed and there is risk to the project if the deficiency is not resolved. IV&V should also assess whether the team makes measurable progress in resolving deficiencies from prior evaluations.
- g. IV&V should identify and recommend process improvements, if needed. That is, the project team may be adhering to defined processes documented in the plan, but, IV&V may identify improvements or changes that may work better after evaluating the processes in production. IV&V should justify the recommendation by evaluating the potential risk to the project within the context of benefits to be gained vs. effort needed (costs, resources, etc.) of implementing the process improvement.
- h. Other considerations proposed by IV&V.

The reports should also contain detailed recommendations specifying what should be done to rectify deficiencies and improve deliverables and processes. Any methodologies or resources recommended should reflect industry standards and be appropriate for the unique circumstances and constraints of the eWIC MIS project. The recommendations should also specify a method of measuring the State's progress against the recommendations. Follow-up and final reports should be quantified information on the progress that has been made against the recommendations from the previous review. These should also contain any additional and/or modified recommendations. All report findings and recommendations should be historically traceable, with a clear and consistent method of identification/numbers, from the time they are first reported until closure.

The contract resulting from this RFO shall be deliverables based. The written evaluation report deliverables shall be the basis for all payments made for IV&V services. It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the state. If a deliverable is not accepted, the State shall provide the rationale in writing within 10 days of receipt of the deliverable. Invoices may be submitted to the state for completed deliverables only after those deliverables have been accepted by the state.

Task B. Status Reporting (*Total estimated hours: 60*)

1. The IV&V consultant will provide status reporting as identified below.
2. Provide input and participate in weekly project team meetings and monthly Project Steering Committee meetings.
3. IV&V will provide verbal status reports at weekly PMT meetings and monthly Steering Committee meetings.
4. Maintain a library including relevant emails, memos, and other documents that provide a comprehensive audit history of IV&V activities.
5. The State shall not pay for status reporting as a separate cost item. The company should include any costs associated with status reporting within their cost proposal for the IV&V report deliverables.

Attachment 2 Cover Sheet

<p>The submission of this response does not obligate the California Department of Public Health (CDPH), Women, Infants and Children (WIC) Program to fund the proposed Purchase Order. If the response is approved for funding, a Purchase Order will be executed between the State of California and the contractor. When funding is authorized, the offeror will be expected to adhere to the terms of the executed Purchase Order.</p> <p>The undersigned offeror hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFO.</p>				
Full Legal Name of Contractor's Organization				
Mailing Address		City	State	Zip
Telephone Number ()	Fax Number ()	Email		
Federal Taxpayer Identification Number		DUNS Number		
Contractor's Contact Person		Contact Person's Telephone Number ()		
Enter information below for the principal who is authorized to bind the contractor.				
Typed Name		Title		
Original Signature		Date (mm/dd/yyyy)		

**Attachment 3
Mandatory Qualifications – Offeror**

The Offeror must have experience in the areas listed below. Failure to not answer ‘yes’ to any of these items will result in the offeror’s response being disqualified from further evaluation.

Key Staff Name: _____ Company Name: _____

Experience	Yes	No	Years of Experience	Name of Project(s) and the relevant experience on the project(s). List dates of relevant experience.	Reference Information: Name, E-Mail Address, Phone Number
<i>The Offeror must meet the following mandatory qualifications.</i>					
A. A minimum of five (5) years of experience working with large government agencies at the state level. The company must demonstrate proven experience working effectively with state agencies					
B. A minimum of two (2) years of experience that includes the demonstrated competency and successful completion of conducting IV&V services of similar complexity and scope of this RFO.					

**Attachment 3
Mandatory Qualifications – IV&V Consultant(s)**

The IV&V Consultant offered must satisfy the mandatory qualifications listed in the table below. Failure to not answer 'yes' to any of these items will result in the offeror's response being disqualified from further evaluation.

Key Staff Name: _____ Company Name: _____

Experience	Yes	No	Years of Experience	Name of Project(s) and the relevant experience on the project(s). List dates of relevant experience.	Reference Information: Name, E-Mail Address, Phone Number
<i>Every proposed IV&V Consultant must meet the following mandatory qualifications.</i>					
A. A minimum of four (4) years of experience performing IV&V services. This experience must include the demonstrated competency and successful completion of conducting IV&V evaluations and analyses of similar complexity and scope of this RFO.					
B. A minimum of three (3) years of experience related to formal procurements of DD&I services for IT projects within government. This may include experience serving companies bidding on government IT contracts for DD&I services.					
C. A minimum of two (2) years of experience preparing RFPs for formal procurements for IT projects.					

**Attachment 4
Desirable Qualifications – IV&V Consultant**

Desirable qualifications of the IV&V Consultant must not overlap with the mandatory requirements of the IV&V Consultant in Attachment 3. Complete a separate form for each proposed staff person.

Key Staff Name: _____ Company Name: _____

Experience	Yes	No	Years of Experience	Name of Project(s) and the relevant experience on the project(s). List dates of relevant experience.	Reference Information: Name, E-Mail Address, Phone Number
A. Additional years of experience performing IV&V services not related to IT procurements or RFP development activities (1 point per year up to a maximum of 10 points)					
B. Additional years of experience performing IV&V services related to IT procurements or RFP development activities. (1 point per year up to a maximum of 10 points)					
C. Additional years of experience related to formal procurements of DD&I services for IT projects within government other than the State of California. (1 point per year up to a maximum of 10 points)					
D. Additional years of experience related to formal procurements of DD&I services for IT projects within State of California government. (1 point per year up to a maximum of 10 points)					
E. Additional years of experience preparing RFPs for formal procurements being conducted by the State of California. (1 point per year up to a maximum of 10 points)					

Attachment 5 Cost Worksheet

Offeror's Leverage Procurement Agreement (LPA) Number: _____

Note: Pricing shall include labor, materials, supplies, travel costs, all applicable taxes, and any other cost incurred to provide the specified services. For each task, list the CMAS classification and the related hourly rate, estimated hours, and total dollars.

Major Tasks				Cost of Major Tasks
1. Task A – Evaluation and Deliverables				
Classification	Hourly Rate	Est. Hours	Total	
	\$		\$	
	\$		\$	
Total, Evaluation and Deliverables		180		\$ _____
2. Task B – Status Reporting				
Classification	Hourly Rate	Est. Hours	Total	
	\$		\$	
	\$		\$	
Total, Status Reporting		60		\$ _____
OFFER GRAND TOTAL <i>(Not To exceed \$30,000)</i>				\$ _____
Name of Firm:				
Signature and Printed Name				Date:

**Attachment 6
Customer Reference List
(Offeror)**

The offeror must provide information for the customer referenced on each Attachment 7, Offeror Customer Experience Reference Form submitted with the contractor's response. A minimum of three (3) references is required. Attach an additional sheet to this attachment if you are providing more than seven (7) references.

REFERENCE #1

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #2

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #3

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #4

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #5

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #6

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #7

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

**Attachment 6A
Customer Reference List
(IV&V Consultant)**

The IV&V Consultant must provide information for the customer referenced on each Attachment 7A, IV&V Consultant, Customer Experience Reference Form submitted with the contractor's response. Attach an additional sheet to this attachment if you are providing more than seven (7) references. Each proposed staff person must submit a Customer Reference List.

REFERENCE #1

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #2

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #3

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #4

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #5

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #6

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

REFERENCE #7

Company/Organization (providing reference)

Contact	Telephone Number ()	Fax Number ()	Email
---------	-------------------------	-------------------	-------

**Attachment 7
 Customer Experience Reference Form
 (Offeror)**

<p>This form must be completed for each customer reference listed on Attachment 6, Offeror Customer Reference List. Details regarding completing and submitting this form are found in Section 2.2. RFO Response Guidelines.</p>				
Contractor's Name				
Company/Organization (providing reference)				
Contact	Telephone Number ()	Fax Number ()	Email	
Address		City	State	Zip
Project Name				
Project Description (limit 500 characters)				
Contractor's Involvement				
Project Start Date (mm/dd/yyyy)	Project End Date (mm/dd/yyyy)	Project Dollar Amount \$		
<p>Briefly describe the work completed for this customer. The description of the work must be detailed and comprehensive enough to permit the State to assess the similarity of this work to the work anticipated in the award of the Purchase Order resulting from this procurement. (limit 5,000 characters) (you may use a separate page)</p>				

**Attachment 7A
Customer Experience Reference Form
(IV&V Consultant)**

This form must be completed for each customer reference listed on Attachment 6A, IV&V Consultant Customer Reference List. Details regarding completing and submitting this form are found in Section 2.2. RFO Response Guidelines. Each proposed staff person must submit a Customer Experience Reference Form.

Contractor's Name

Company/Organization (providing reference)

Contact

Telephone Number

Fax Number

Email

()

()

Address

City

State

Zip

Project Name

Project Description (limit 500 characters)

Contractor's Involvement

Project Start Date (mm/dd/yyyy)

Project End Date (mm/dd/yyyy)

Project Dollar Amount

\$

Briefly describe the work completed for this customer. The description of the work must be detailed and comprehensive enough to permit the State to assess the similarity of this work to the work anticipated in the award of the Purchase Order resulting from this procurement. (limit 5,000 characters) (you may use a separate page)

**Attachment 8
Reference Rating Form
(Offeror)**

To Offeror: This form must be completed for three (3) customer references listed on Attachment 6, Offeror Customer Reference List, and included in your response package. Do not include more than three (3) completed Reference Rating Forms.			
Name of Company/Organization (Offeror)			
To Customer Reference: Please complete this form, answer the five questions below, and sign and date this form. Return it to the Company/Organization from whom you received it. Your responses will be considered in our overall assessment of this Offeror for a California Department of Public Health WIC Program procurement.			
Company/Organization (Customer)			
Address			State
			Zip
Name of Person Completing Reference Response		Telephone Number ()	Email
Project Name			
Project Start Date (mm/dd/yyyy)		Project End Date (mm/dd/yyyy)	
		Project Dollar Amount \$	
Brief Project Description (limit 500 characters)			
<p>Please answer the following according to this rating system</p> <p>1 = Unsatisfactory 3 = Highly Satisfactory 2 = Satisfactory 4 = Exceeded Expectations</p> <p>-----</p> <p>How would you rate your overall satisfaction with this contractor in the following? (Check one box for each question.)</p>			
1. Completed planning project deliverables on time. 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (0 pts) (1 pts) (3 pts) (6 pts)		2. Produced quality work products, including status reports, feasibility studies, and/or FNS IAPD 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (0 pts) (1 pts) (3 pts) (6 pts)	
4. Provided excellent facilitation of meetings with stakeholders and other groups. 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (0 pts) (1 pts) (2 pts) (4 pts)		3. Communicated effectively with the project team, steering committee and/or the stakeholder groups. 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (0 pts) (1 pts) (2 pts) (4 pts)	
5. Provided clear and thorough presentations regarding the progress of the project to the steering committee, project management team and/or other oversight groups. 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> (0 pts) (1 pts) (2 pts) (4 pts)		Date (mm/dd/yyyy)	
Signature of Person Completing Reference Response			

**Attachment 8A
Reference Rating Form
(IV&V Consultant)**

To Offeror: This form must be completed for three (3) customer references listed on Attachment 6A, IV&V Consultant Customer Reference List, and included in your response package. Do not include more than three (3) completed Reference Rating Forms for each IV&V Consultant in the offer. Each proposed staff person(s) must complete the Reference Rating Form.

Name of Company/Organization (Offeror)

To Customer Reference: Please complete this form, answer the five questions below, and sign and date this form. Return it to the Company/Organization from whom you received it. Your responses will be considered in our overall assessment of this IV&V Consultant for a California Department of Public Health WIC Program procurement.

Company/Organization (Customer)

Address

State

Zip

Name of Person Completing Reference Response

Telephone Number

Email

()

Project Name

Project Start Date (mm/dd/yyyy)

Project End Date (mm/dd/yyyy)

Project Dollar Amount

\$

Brief Project Description (limit 500 characters)

Please answer the following according to this rating system

1 = Unsatisfactory

3 = Highly Satisfactory

2 = Satisfactory

4 = Exceeded Expectations

How would you rate your overall satisfaction with this Contractor in the following?

(Check one box for each question.)

1. Completed planning project deliverables on time.

1 2 3 4
(0 pts) (1 pts) (3 pts) (6 pts)

2. Produced quality work products, including status reports, feasibility studies, and/or FNS IAPD

1 2 3 4
(0 pts) (1 pts) (3 pts) (6 pts)

3. Communicated effectively with the project team, steering committee and/or the stakeholder groups.

1 2 3 4
(0 pts) (1 pts) (2 pts) (4 pts)

4. Provided excellent facilitation of meetings with stakeholders and other groups.

1 2 3 4
(0 pts) (1 pts) (2 pts) (4 pts)

5. Provided clear and thorough presentations regarding the progress of the project to the steering committee, project management team and/or other oversight groups.

1 2 3 4
(0 pts) (1 pts) (2 pts) (4 pts)

Signature of Person Completing Reference Response

Date (mm/dd/yyyy)

**Attachment 9
Confidentiality Statement**

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State and marked confidential for the purpose of responding to this RFO or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the Purchase Order, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

Signature of Representative		Date (mm/dd/yyyy)
Typed Name of Representative		Typed Name of Company

Attachment 10

State of California Department of Technology
eWIC Management Information System (eWIC MIS) Project
CONFLICT OF INTEREST AND CONFIDENTIALITY CERTIFICATION

The objective of maintaining confidentiality is to ensure the integrity of the procurement process, prevent any bidder/proposer from gaining an unfair advantage, and minimize the likelihood of protests or lawsuits. It is important to understand that the disclosure of certain confidential or procurement-sensitive information could jeopardize the procurement timeline or the entire procurement. Individuals involved in the procurement must be careful to avoid a breach of confidentiality both inside and outside of the workplace. Current and potential individuals working on the procurement are required to sign a Conflict of Interest and Confidentiality Certification prior to entering into discussions related to the procurement.

CERTIFICATION

I certify the following:

- I have read and understand the Conflict of Interest provisions specified by the Fair Political Practices Commission (FPPC) as identified in the Conflict of Interest presentation located at <http://www.fppc.ca.gov>.
- I, my spouse and dependent children have no personal or financial interest and no present or past employment or activity, which would be incompatible with my participation in any activity, related to the planning or procurement processes for the WIC Management Information Systems (hereinafter "eWIC MIS")
- I agree not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest with a party who is proposing/bidding, or associated with a proposer, on the Project.
- I will keep confidential and secure and will not copy, give or otherwise disclose to any other party outside of the State procurement team who has not signed a copy of this confidentiality agreement, any information concerning, but not limited to, the planning, processes, development or procedures of the procurement which I learn in the course of my duties on the Project.
- I will not disclose any information to participants in the bidding process which might give a bidder, subcontractor or supplier an unfair competitive advantage.
- I understand that if I leave the Project before it ends; I must still keep all procurement information confidential until the procurement process is final and an award has been made or the procurement is cancelled, whichever occurs first.
- I agree to follow any instructions provided by the Procurement Official for the Project relating to the confidentiality of procurement information.
- I understand that disclosure of confidential/sensitive information that may jeopardize the procurement may result in civil or criminal penalties and/or disciplinary action.
- I agree to advise the Department of Technology's Procurement Official, Becky Fatur, (916) 431-5558, immediately in the event that I either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement or has a conflict of interest.

Date: _____

Printed Name: _____ Signature: _____

Title: _____ Organization: _____ Project Role: _____

Telephone Number: _____ Email Address: _____

Attachment 11

FNS Required Federal Provisions

The implementation contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and s who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

3. The Clean Water Act:
 - a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
 - f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. The undersigned shall require that the language of this certification be include in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the California Department of Public Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 - a. The applicant certifies that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
 - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
8. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.