



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
HHR90049

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 ADMINISTRATION AND FINANCE  
 BUILDING 3, ROOM 447  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2996

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/22/2009				

BID OPENING DATE: **04/14/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 5</b> 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  <b>EXHIBIT 10</b>  <b>REQUISITION NO.: HHR90049</b>  <b>ADDENDUM ACKNOWLEDGEMENT</b>  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  <b>ADDENDUM NO.'S:</b> NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.  <b>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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WV-96  
Rev. 10/07

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

**VENDOR**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
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BID OPENING DATE: 04/14/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>END OF ADDENDUM NO. 5</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		946-25		
ELECTRONIC BENEFITS TRANSFER (EBT) SYSTEM						
***** THIS IS THE END OF RFQ HHR90049 ***** TOTAL:						

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# VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5

Q#	RFP SECTION#	RFP SECTION TITLE	PAGE #	VENDOR'S QUESTIONS	RESPONSE
1.	Part 1, 1.19.15	Liquidated Damages	10	The requirement in this table states that the EBT Central Computer shall not be unavailable for transaction processing and authorization due to unscheduled downtime for more than thirty (30) consecutive minutes or forty-five (45) cumulative minutes during the calendar month. However, in requirement 3.2.33.1.4.2, Project Status Report, on Page 47 of Part 3 it is stated that the EBT Central Computer shall be available 99.9 percent of scheduled time. Can the State please clarify which performance standard is correct for the EBT Central Computer uptime?	The Central Computer Uptime performance standard is as described in 3.2.33.1.4.2. The State will impose liquidated damages as described in Part 1.19.15
2.	Part 1, 1.19.15	Liquidated Damages	11	The requirement in this table states that the timeframe for the ACH settlement window will be met 90 percent of the time measured on a monthly basis. However, in requirement 3.2.33.1.4.2, Project Status Report, on Page 47 of Part 3 it is stated that the ACH settlement shall occur on time 99 percent of the time. Can the State please clarify which performance standard is correct for ACH settlement?	The performance standard for ACH settlement is as described in 3.2.33.1.4.2. The state will impose liquidated damages as described in Part 1.19.15.
3.	Part 3, 3.1	General Requirements	1	This section references that some benefit recipients elect to receive their benefits through direct deposit.	The Vendors may include information about direct deposit in their responses.
4.	Part 3, 3.1	General Requirements	1	Is West Virginia interested in information regarding how direct deposit functionality could be supported as part of the EBT program? As the State extended the RFP schedule, will the State also modify the start date of the beginning of the transition to a new EBT contract period to be later than June 2009? If so, what is the new anticipated date for the beginning of the transition to the new EBT contract period?	The State anticipates entering into a contract by the June 2009 and seeks a work plan that is consistent with the dates as provided in the RFP.
5.	Part 3, 3.2.6.6	Back-up and Recovery Plans	5	Is DHHR's disaster recovery back-up system on a separate network or separate mainframe machine for the primary system?	The RAPIDS back-up system is on a separate mainframe
6.	Part 3, 3.2.8	Transition Phase - New card Design	10	Section 3.2.8 states, "A complete card replacement with 100% of the cards replaced with EBT cards of a new design if requested." And Section 3.2.12.1, Card Specifications, states, "West Virginia is requesting a change in the card design and/or reissue EBT cards via mail..." Can the State clarify if the 100% card replacement is a mandatory requirement or an option that may be selected by the State at a later date? Does the State of West Virginia plan to implement prefunded cash benefits as part of the initial implementation of the new contract?	The State seeks a 100% card replacement within the 6 months following the March 2010 transition to the new vendor.  The State does not have any immediate plans for implementing prefunded cash programs. However, we are seeking the flexibility to do so as needed. If feasible and efficient the State prefers using a single
7.	Part 3, 3.2.14.1.2	Prefunded Cash	16	Should the State of West Virginia decide to implement WIC EBT, is the	
8.	Part 3,	WIC			

VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5

REP SECTION #		REP SECTION TITLE	PAGE #	HHR90049 QUESTIONS	RESPONSE
3.2.14.3		Benefits	16	expectation that WIC benefits would be accessed using the same EBT card used for food stamps and TANF benefits, or would a separate WIC EBT card be implemented?	card.  The State will review WIC from the technical bid offerings as indicated in Part 1.9.4. The development of the WIC EBT program is a highly desirable EBT feature of vital interest to the state as a future development. There is no specific Pricing Schedule for WIC
9.	Part 3, 3.2.14.3	WIC Benefits	16	This requirement states that there is no guarantee that WIC benefits will be deployed. Please explain how responses to the WIC-related requirements will be evaluated given that WIC is optional functionality	No  This can be included on schedule 2A.
10.	Part 3, 3.2.14.3	WIC Benefits	16	Can the State please indicate where pricing for WIC EBT functionality should be included on the Pricing Schedules?	No  This can be included on schedule 2A.
11.	Part 3, 3.2.14.3 and 3.2.29.5.6.2	WIC Benefits and Point-of-Sale (POS) Routings	16, 36	Is the State interested in having WIC-ready POS terminals deployed during the initial implementation of the new contract term?  Since different POS terminal functionality is required to support WIC EBT benefits, should separate pricing be included for WIC POS terminals?  If so, please clarify where on the Pricing Schedules this additional pricing should be included.	No  This can be included on schedule 2A.
12.	Part 3, 3.2.15.3	Support Local Reporting	17	This requirement states, "Reporting capabilities should include the need to track and report transaction activity data at the local and user levels and totaled for the State." Activity at a local and user level seems to imply the activity data is related to administrative transactions rather than financial transactions. Can the State clarify if the data referenced for reporting in this requirement is related to administrative transactions (i.e., card cancellations, etc.) or financial transactions?	The State is requesting that administrative transaction activity be captured by the county and user levels. However, some administrative terminal transactions may include financial data such as repayments.
13.	Part 3, 3.2.30	Customer Service-Payphone Charges	37	This requirement states, "To enable free client access, the EBT Vendor shall be responsible for all phone charges, tariffs and surcharges, including those levied by owners of payphones." However, requirement 4.1.2, Response Requirements, and Schedule 3B Pricing Response - Customer Service Payphone Charges indicate that the EBT Vendor should provide a per unit pricing for 1-800 payphone charges.	Part 4.1.3 the last sentence states, "The State will pay the actual cost of the Vendor's phone service carrier for client calls to the EBT help line from payphones. We are asking that the amount be disclosed on Schedule 3B and will be billed and paid as a separate line item.
14.	Part 3 3.2.30.1	Core Customer Service Requirements to Be Included in The Cost Per Case Month (CPCM)	38	This requirement states, "Limitation of balance inquiry calls per cardholder per day. The number of acceptable cardholder calls per day will be determined by the State. In the event that a cardholder exceeds the number of calls per day, an informational message will be provided for other ways to access account information." What will be the limitation of balance inquiry calls per cardholder per day?	We currently have a limit of 5 balance inquiry calls per day. As stated in the last bullet on that page the number of acceptable cardholder call per day will be determined by the State. The State is seeking the flexibility to adjust the call limits based on usage.

**VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5**

Q#	RFP SECTION #	RFP SECTION TITLE	PAGE #	HHR90049 QUESTIONS	RESPONSE
15.	Part 3, 3.2.32	EBT Settlement	41	<p>This requirement states, "The Vendor shall establish a daily, electronic financial settlement schedule(s); develop settlement policies and procedures; and provide settlement information over the help line."</p> <p>Can the State clarify that this requirement refers only to providing settlement information to a particular EBT-only retailer for their specific settlement over the EBT-only retailer help line?</p>	<p>If the inquiry pertains only to the last part of the sentence "...and provide settlement information over the help line.", that is correct. However, should the state staff find it necessary to ask for information relative to settlement; we are seeking that level of assistance also. The first part of the sentence remains a requirement. That is correct; the SAS 70 will satisfy all attestation engagement requirements.</p>
16	Part 3, 3.2.37.2	Certification and Examination	56	<p>The EBT Contractor typically provides an annual SAS-70 report which contains a detailed description of key procedures and controls relevant to EBT processing. This report is audited and opined on by independent auditors. With regard to the annual attestation engagement requirements in Section 3.2.37.2 of the RFP, can West Virginia please confirm that the provision of the annual SAS-70 report satisfies all of the attestation engagement requirements? If not, can the State please clarify what additional specific information, reports or engagements would be necessary beyond what is included in and addressed by the SAS-70 report currently provided?</p>	<p>This sentence should have referred the reader to Parts 3.2.12 and 3.2.29.5.5.2</p>
17.	Part 4, 4.1	Additional information, and/or Options, and/or Enhancement	2	<p>The fourth paragraph under the statement "Additional information, options and/or enhancements that may be included but are not limited to the following:" states, " Describe the approach for meeting the card design, encoding, personalization, obverse and reverse features with antifraud recommendations. See Parts 3.2.12.13 and 3.2.12.5.5.2."</p> <p>As there is no Part 3.2.12.5.5.2, can the State please clarify what part or requirement this statement is referencing?</p>	<p>Yes, the System Security Plan will not be a mandatory RFP response component. It is a deliverable from the successful bidder.</p>
18.	Part 4, 4.1 – Section 3	Section 3: Corporate Qualifications – System Security Plan	4	<p>This section states that vendors should present a comprehensive system security plan and implies that the plan should be provided with the vendor's proposal. However, requirement 3.2.6.7, System Security Plan, states that the final System Security Plan should be submitted no later than six (6) months after award. Typically, due to the type of sensitive information contained in a security plan, this document is only delivered by the selected vendor.</p> <p>Can the State please clarify that the System Security Plan is a deliverable of the successful vendor, and not a document to be included in each bidder's proposal response?</p>	<p>Yes, the System Security Plan will not be a mandatory RFP response component. It is a deliverable from the successful bidder.</p>



**VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5**

Q#	RFP SECTION #	RFP SECTION TITLE	PAGE #	HHR90049 QUESTIONS	RESPONSE
19.	Part 4, 4.5	Cost and Pricing Requirements - Schedule 1A - Tiered Pricing for Core EBT Services	16	Can the State please clarify that the title of the last column of this Pricing Schedule should read "Greater Than 150,000 Cases" rather than "Greater Than 50,000 Cases"?	Yes, greater the 150,000 cases is our intent.
20.	Part 3, 3.2.7.4.2	Client Training	37	The State includes a section reference to Part 3.2.9.4.1 (Printed Client Training Materials), but the actual RFP section is 3.2.7.4.1 (the wrong number is a reference from the original RFP). Please clarify.	The correct reference is 3.2.7.4.1.
21.	Part 1, 1.15.3, Public Records	Risk of Disclosure	15	Would the State please confirm or clarify our understanding that the only possible exception to public disclosure of all contract documents is "Trade Secrets" as defined in West Virginia Code Section 29-B-1-4; and that cost, implementation plan or other confidential or proprietary information relative hereto will not be protected	That is correct.
22.	Part 2, 2.2.2	Food Stamp Program	26	Would the State please provide food stamp and TANF case loads for the three most current months?	Historical Caseload Data for the calendar year 2008 is in Appendix A. Only additional data available is January 2009 at FS - 124,289, Cash only - 1712, Combined - 8,267
23.	Part 3, 3.1	General Requirements	29	The State indicates that it is their desire to begin transition on or about June, 2009. The proposals are submitted on April 14, 2009 so there needs to be time for evaluation, award and contract signing. Can the State please acknowledge the dates they wish all contractors to use for the contract signing and project start date for the work plan?	Please see number 4 above.
24.	Part 3, 3.2.24	Transaction Fee Accounting	51	This section indicates that the State will pay for the first two cash transactions. Does this pertain to both ATM and POS cash transactions? Therefore, will clients be charged fees directly on the third transaction even if they performed a POS cash transaction? How many transactions greater than 2 were charged to cardholders? Also, would the State please provide the total fee dollar amount for the most recent month?	Please note that the transaction fee should only apply to Cash Only withdrawal transactions and not purchases. For February 2009 there was \$2,123.30 collected for 2,498 transactions greater than 2.
25.	Part 3, 3.2.26.1.1	Disaster Issuance/Service	55	This section states that the PIN for each disaster card is to be the same number as positions 13-16 of the 16 digit card number. Is it acceptable if bidders offer an ARU PIN selection feature rather than pre-printing the PIN on the card? This eliminates fraud, is less expensive, and is a quick, reliable method of PIN selection.	The State will encourage cardholders to change their PINS and the single call PIN change functionality should be made available. However, the state is seeking disaster card stock with pre assigned PINS.

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26.	Part 3, 3.2.26.2	Card Replacement	55	Please provide the number of card replacements issued in a month for the past 6 months. Would the State please provide a breakdown of those cards issued from the local offices as opposed to being mailed?	Cards issued and Replaced Data for the calendar year 2008 is provided by month in Appendix A. In January 2009 the original cards issued were 2,884 with 4,913 replacement cards issued. In February 2,726 original cards were issued and 4,490 replacement cards were issued.																		
27.	Part 3, 3.2.30	Customer Service	65	Would the State please indicate whether the client and retailer customer service toll-free numbers will be transitioned to the new vendor?	It is our intent to carry over the customer service numbers.																		
28.	Part 3, 3.2.30.1	Core Customer Service Requirements	66, 2nd Bullet	This section notes that the contractor should allow for a minimum of 2.5 ARU calls and 2 live CSR calls per billable case per month. Would the State please provide the current contractor price to the State for an ARU and CSR call?	ARU - \$.25 & CSR - \$1.75																		
29.	General Question			Would the State please provide the current Cost per Case Month price for Food Stamps, Cash and Combined?	FS - \$1.98, CA - \$1.35 Combined - \$3.30																		
30.	General Question			Would the State please provide information on the number of total EBT-only retailer phone lines paid for by the contractor?	We currently provide 19 Phone lines for EBT only merchants.																		
31.	General Question			Would the State please provide the number of ATM transactions for the past 6 months that shows a breakout of approvals vs. denials?	Cash Withdrawal Data for the calendar year 2008 is available in Appendix A. For January 2009, there were 12,238 withdrawals, 2, 284 balance inquiries and 2,323 rejections. In February 2009 there were 12,426 withdrawals, 2,277 balance inquiries, and 1,939 rejections.																		
32.	General Question			Would the State please provide the number of EBT-only vs. total Food Stamp transactions performed each month for the past 6 months?	<table border="1"> <tr> <td>Sept 2008</td> <td>330,849</td> <td>932,457</td> </tr> <tr> <td>Oct 2008</td> <td>339,764</td> <td>999,606</td> </tr> <tr> <td>Nov 2008</td> <td>313,519</td> <td>982,396</td> </tr> <tr> <td>Dec 2008</td> <td>312,518</td> <td>1,005,125</td> </tr> <tr> <td>Jan 2009</td> <td>310,053</td> <td>973,164</td> </tr> <tr> <td>Feb 2009</td> <td>297,512</td> <td>951,973</td> </tr> </table>	Sept 2008	330,849	932,457	Oct 2008	339,764	999,606	Nov 2008	313,519	982,396	Dec 2008	312,518	1,005,125	Jan 2009	310,053	973,164	Feb 2009	297,512	951,973
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33.	General Question			On page 80 and 81 of the existing RFP, the text at the bottom of 80 doesn't match up to what appears at the top of page 81. It appears as if the State has accidentally left out the following Section and subsections from the 2007 RFP: System Data Security West Virginia Access Disclosure of Information and Data Separation of Duties Backup/Contingency Operations and Disaster Services (Half the first sentence of this req. is missing, the rest is found on the first half of page 81) We have created the RFP text for these sections and the source files as well	That information was inadvertently dropped but is recreated as an attachment.																		

VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5

Q#	RFP SECTION #	RFP SECTION TITLE	PAGE #	HHR90049 QUESTIONS	RESPONSE
34.	Part 1, 1.8.2	Contract Terms and Conditions	12	<p>by using the WV 2007 requirements. Please confirm if this is correct or if the State has purposely dropped these sections from the RFP or made changes to these 2007 sections.</p> <p>This section of the RFP states: "This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract." But in Section 1.9.4.7 Contract Approval and Award it states "Once approved by the buyer... The contract is prepared [emphasis added] and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties." Would you please provide a copy of a draft contract and complete Terms &amp; Conditions so we can review what we'd be agreeing to?</p>	<p>All terms and conditions have been included in the RFP. The WV - 96, Agreement Addendum is included for your information. See the attached document.</p>
35.	Part 1, 1.19.15	Liquidated Damages for Failure to Meet Performance General Question	20	<p>The first reference listed after "EBT Central Computer Up Time" refers to Part 3.2.15, however 3.2.15 is EBT Account. Would the state please verify if this reference is correct, and if yes, how EBT Account relates to Central Computer Up Time?</p>	<p>3.2.15 is referenced to reinforce that the central computer shall process transactions to the appropriate benefit program and that benefit balances and benefits are drawn from the appropriate accounts</p>
36.				<p>Would Health and Human Resources consider converting the subject EBT program to Smart Cards as opposed to standard magnetic stripe?</p>	<p>We do not consider that the cost of deploying smart card technology is economically feasible at this time.</p>
37.		Manual Vouchers		<p>The subject RFP references manual vouchers as well as monthly volumes. Please describe the process for actual issuance of manual vouchers.</p>	<p>The process for the issuance of manual vouchers is described in 3.2.28.6, Hold Funds.</p>
38.	Part 3, 3.2.30	Customer Service	65	<p>Will the Vendor be required to provide live customer service support twenty (24) hours per day, seven (seven) days per week?</p>	<p>Yes.</p>
39.	Part 1.4	Inquiries	11	<p>In tandem with our request for an extension to the Bid Opening date, we request additional 15-30 days in which to submit questions about this RFP.</p>	<p>The bid opening date has been revised to 4/14/2009, 1:30 PM and written questions will be accepted up to the close of business March 12. This Addendum 1 was posted on the Purchasing Bulletin on 2/12/09 at: <a href="http://www.state.wv.us/admin/purchase/newbul.htm">http://www.state.wv.us/admin/purchase/newbul.htm</a></p>
40.	Part 1.16	Schedule of Events	15	<p>We request an extension to the Bid Opening date of 60-75 days. The prior West Virginia EBT RFP allowed vendors over 60 days for response and norm for EBT RFPs 60-90 days. Since 3 other states have issued RFPs at the same time, EBT vendors need sufficient time to adequately analyze the RFP requirements and prepare a response for your state that will be of value to the state. Would you please respond ASAP to this request so we can plan our response schedule? And, if you grant an extension, would you please issue a revised Schedule of Events?</p>	<p>The bid opening date has been revised to 4/14/2009, 1:30 PM and written questions will be accepted up to the close of business March 12. This Addendum 1 was posted on 2/12/09 at: <a href="http://www.state.wv.us/admin/purchase/newbul.htm">http://www.state.wv.us/admin/purchase/newbul.htm</a></p>
41.		General		<p>We request the state provide RFP Parts 1-4, in electronic form, preferably in Microsoft Word. It is the industry norm for vendors to include the RFP</p>	<p>Electronic versions of the RFP in both PDF and Word doc. files have been provided to the Department of</p>

**VENDOR'S QUESTIONS AND STATE RESPONSE TO HHR90049 Addendum #5**

Q#	RFP SECTION #	RFP SECTION TITLE	PAGE #	HHR90049 QUESTIONS	RESPONSE
				requirement text in their proposal responses; however, since the state provides the RFP only on paper, we cannot electronically analyze or copy out the text.	Administration--Purchasing to be available for the convenience of the Vendors. Final determination as to what can and will be provided will be decided by the Department of Administration - Purchasing.
42.		General		When does the contract with your current vendor end?	The current Vendor's contract ends August 31, 2009 with the option to provide additional service in six month intervals up to an additional 24 months.
43.				Who is the current vendor and the associated contract duration and value?	The current vendor is JPMorgan Electronic Financial Services with the original contract duration of five years with two one year renewals. The estimated budget for the original contract period is \$26,451,738. The value of the solicitation is not available.
44.				What is the estimated contract value of this solicitation?	
45.				Has the State designated the Program Manager? If so, who is the Program Manager?	The Director of EBT/Facilities System Administration will serve as the program manager on behalf of the West Virginia Department of Health and Human Resources.
46.				Is it the intention of the program to have the EBT card VISA or Mastercard branded, or will it be a private label card?	Private label.

..... End of Addendum #5 .....