

**Addendum #1
HHR11079**

Vendor Question #1:

We understand that questions are due to the State on 1/25/11. When should we expect answers to those questions to be available for review?

Response to Vendor Question #1:

Changes to this request for quotation may be posted at any time. It is the bidder's responsibility to check the purchasing bulletin website daily to see if any addenda have been posted.

Vendor Question #2:

Please clarify the location the State wishes to have the proposal submitted.

At the top of the page the Ship To address is:

State of West Virginia
Department of Health and Human Resources
Administration and Finance
One Davis Square, Room 300
Charleston, WV 25301

At the bottom of the page it states that the bid must be submitted to:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Response to Vendor Question #2:

Bids should be submitted to:

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25311

Vendor Question #3:

Please clarify the duration of the User Acceptance Test (UAT)? RFQ Section 3.1, Schedule shows a six month UAT and Section 4.7 states a four month UAT for the Crossroads system. Part 1 states that UAT for Crossroads and e-WIC shall occur concurrently.

Response to Vendor Question #3:

UAT will occur concurrently with Crossroads and is scheduled for 16 weeks, September 2011-January 2012. An additional 4 weeks are scheduled for UAT review and sign-off on UAT by the Consortium.

Vendor Question #4:

Since all other requirements for RFQ Section 8.4 are required during contract signing, are we right to assume that the certification of registration and evidence of insurance are also required at that time? Or does the State expect these items to be part of the proposal submission?

Response to Vendor Question #4:

The items specified in Section 8.4 would be required of the successful bidder prior to contract award. If they are not provided prior to the award the buyer will request them.

Vendor Question #5:

This RFQ Section states, "The e-WIC system will support cardholder selection of a private PIN. The State intends for the PIN to be selected using an interface with the Crossroads system. The PIN will be encrypted by the PIN pad and the encrypted PIN will be transmitted from the Crossroads system via an online transaction. The Crossroads system will not store or have knowledge of the PIN. The e-WIC system shall employ the appropriate security standards, store the encrypted PIN in the EBT database and link it to the cardholder." Does the State intend to procure a PIN pad device that will interface with the Crossroads system separate from the e-WIC procurement?

Response to Vendor Question #5:

Yes, the PIN pad device should not be included in the bid response to this RFQ. The State is exploring the option of a combination signature pad/PIN device that would allow for Crossroads to display notices/agreements and capture electronic signatures via the device.

Vendor Question #6:

The RFQ indicates in Part 7 that "By signing and submitting their proposal, the successful e-WIC vendor agrees to be bound by all the terms contained in this RFQ." Can the State indicate what method bidders may use in order to seek clarifications to the proposed contract terms and conditions, and/or present reasonable exceptions that are not inconsistent with the State's procurement goals?

Response to Vendor Question #6:

The vendor must agree to all terms and conditions of the RFQ. If they have exceptions, those exceptions must be identified in the bid response. The State "may or may not" accept the exceptions.

Vendor Question #7:

Will the State consider limiting Vendor liability to damages directly resulting from Vendor's own negligent acts or omissions?

Response to Vendor Question #7:

The State cannot limit Vendor Liability. The Indemnification clause in the RFQ cannot be waived or altered.

Vendor Question #8:

Will the State consider recovery of unamortized costs and reasonable wind-down costs in the event of a termination for convenience?

Response to Vendor Question #8:

Only costs incurred for services that have already been provided will be considered.

Vendor Question #9:

Will the State agree to pay all invoices within net 30 days?

Response to Vendor Question #9:

No. Only invoices accepted by the State can be paid. The State strives to pay approved invoices as quickly as possible.

Vendor Question #10:

Will the state please confirm that any Deliverable will be deemed accepted if the State has not explicitly rejected the deliverable in writing within 30 days or by the State's scheduled response time, whichever is later?

Response to Vendor Question #10:

All deliverables must be received and accepted in writing prior to invoices being paid. Automatic acceptance of any deliverable is not a consideration.

Vendor Question #11:

Will the State please confirm that its standard for acceptance is the reasonable, industry-wide standard of material conformance to specifications?

Response to Vendor Question #11:

The vendor's product must either meet or exceed the specifications as provided in the RFQ.

Vendor Question #12:

Will the State agree to cap all liquidated damages at \$30,000 per month?

Response to Vendor Question #12:

No. The State will not cap liquidated damages at \$30,000 per month. Liquidated damages will be assessed according to the RFQ language in sections 9.10, 9.11 and 9.12.

Vendor Question #13:

Does the State intend to hold negotiations after award of the project to the winning bidder?

Response to Vendor Question #13:

This is an RFQ, not an RFP. Negotiations will not be held.

Vendor Question #14:

Is the State amenable to considering alternative contract language during contract negotiations?

Response to Vendor Question #14:

No contract negotiations will be held. The RFQ is written and should be bid, as specified.

Vendor Question #15:

Will the State consider capping Bidder liability to an amount equal to the total amount that the customer has paid the Bidder in the 12 months to the incident in dispute?

Response to Vendor Question #15:

Bidder liability cannot be capped. Vendor will be responsible for all costs determined to be due and owing.

Vendor Question #16:

Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by Vendor or any relevant third parties?

Response to Vendor Question #16:

Rights to intellectual property shall be limited to those expressly granted or purchased as a result of this RFQ/contract.

Vendor Question #17:

Will the State consider reimbursing Vendor for any costs incurred by delay of the program due to acts or omissions of the State?

Response to Vendor Question #17:

No. Only services provided by the vendor will be compensated.

Vendor Question #18:

Please explain the statement: "The e-WIC Vendor will ensure telecommunications are established" in the Clinic Enablement section.

Response to Vendor Question #18:

The telecommunications infrastructure in the State of West Virginia agencies is managed by the West Virginia Office of Technology Agency (WVOT). The Service Provider will assist the State agency in determining any necessary telecommunications upgrades; the State is responsible for working with WVOT to acquire any additional infrastructure.

Vendor Question #19:

Please confirm our assumption that the Crossroads equipment will include the PIN pad referenced in the RFP.

Response to Vendor Question #19:

Yes, the PIN pad device should not be included in the bid response for this RFQ. The PIN pad referenced in the RFQ will be part of the Crossroads equipment. The State is exploring the option of a combination signature pad/PIN device that would allow for Crossroads to display notices/agreements and capture electronic signatures via the device.

Vendor Question #20:

The instructions provided by the State in this section do not explain which of the forms contained on pages 77 through 81, if any, are to be included in the bidder's response. Can the State please clarify where in the bidder's proposal these forms are to be included if they are required to be submitted?

Response to Vendor Question #20:

The forms attached to this RFQ, must be signed and attached to the back of the bid response.

Vendor Question #21:

This form appears to be meant for an individual that would agree to background checks "during the course of employment by the West Virginia Department of Health and Human Resources." As the winning vendor's employees will not be employees of DHHR, can the State please clarify the intention of this form and whether bidders are required to complete the form as part of their proposal? Is this form meant to be used only by the selected e-WIC Vendor?

Response to Vendor Question #21:

The State program receiving Federal Dollars, requires this form to be completed by the Vendor, verifying the neither they nor any employees of their company have been excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. Vendor should complete the top of the form down to the bold line. The additional information below the bold line, may be requested of the winning bidder at a later date. This form is not utilized solely for the selected e-WIC Vendor. All Vendors responding to this solicitation must complete the top of the form.

Vendor Question #22:

This form appears to be a signature page for the agreement resulting from this procurement. Can the State please clarify that it is only to be signed by the selected e-WIC Vendor following contract award?

Response to Vendor Question #22:

All Vendors responding to this solicitation must sign the Attachment form found on Page 80.

Vendor Question #23:

Can the State please clarify that this Agreement Addendum is only to be signed by the selected e-WIC Vendor following contract award?

Response to Vendor Question #23:

All Vendors responding to this solicitation must sign the Agreement Addendum found on page 81.

Vendor Question #24:

As part of the FNS Handbook 901 (APD Handbook) process, an Implementation Advanced Planning Document (IAPD) for WIC EBT is required. Given the State's plans to initiate the project in March of this year, could the State of West Virginia provide a copy of its IAPD to bidders to enable them to further their preparations?

Response to Vendor Question #24:

The IAPD is included as Attachment 1 to Adeendum1.

Vendor Question #25:

The RFP states: "Processes Supplemental Nutrition Assistance Program (SNAP) and cash RET transactions in accordance with existing business rules and standards established by the State. This functionality is only required on those devices that are deployed in stores that have an EBT-only POS for SNAP and cash EBT provided by the State." If the vendor chosen for WIC is

different than the current vendor for SNAP and Cash, how does the State anticipate adding that functionality to the existing devices? Does the State want the WIC vendor to swap out the SNAP and Cash terminals and provide a SNAP, Cash, and WIC terminal supplied by the WIC vendor?

Response to Vendor Question #25:

The device supplied by e-WIC Vendor must support WIC, SNAP, and cash EBT transactions as is specified in section 5.6.2 of the RFQ.

Vendor Question #26:

Does the schedule included in Appendix A represent current planning or are there any known potential schedule changes?

Response to Vendor Question #26:

The Schedule in Appendix A is the most recently approved Crossroads work plan and represents current planning. The schedule could potentially change if the Crossroads Consortium states were to agree to a change request from the Crossroads contractor. As stated in Part 2 of the RFQ, the successful bidder will be required to implement e-WIC concurrently with Crossroads.