

State of Arkansas
Arkansas Department of Health
4815 West Markham, Slot H58
Little Rock, Arkansas 72205
501-280-4573

ADDENDUM #1 - Page 1 of 14

TO: Vendor Listing
FROM: Arkansas Department of Health
DATE: February 10, 2014

SUBJECT: **DH-13-0001 WIC EBT Project Implementation Contractor**

The following change(s) to the above-referenced Request for Proposal for Arkansas Department of Health has been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening time and date
- Cancellation of bid
- Other

See attached second page for the beginning of vendor questions submitted, and agency responses.

The bid opening time and date will remain the same.

The specifications by virtue of this addendum become a permanent addition to the above-referenced Invitation for Bid. **FAILURE TO RETURN THIS SIGNED ADDENDUM WILL RESULT IN REJECTION OF YOUR BID.**

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE ARKANSAS DEPARTMENT OF HEALTH.

If you have questions, please contact the Issuing Officer at 501-280-4573.

VENDOR SIGNATURE

DATE

COMPANY

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DH-13-0001 - Questions and Answers

Question #1:

When will the department release the related EBT Claims Processor RFP or the Offline EBT Module Developer RFP?

Answer #1:

Both RFPs are in review with the Arkansas Office of State Procurement. The program expects the RFPs to be advertised later this month.

Question #2:

The OSP website includes a reference to an amended action against DH-13-0001. However, we are unable to download any amendment. Are we missing something?

Answer #2:

The OSP website does show that there is an amended version, but this has not been at our direction. It is more likely that the notice was accidental. This is the first amendment to the original document.

Question #3:

We were contacted by another firm out of state to work as the call center for this RFP. Section 6.11 states subcontracting is not permitted. Can we work as a subcontractor?

Answer #3:

Subcontracting will not be permitted with this contract.

Question #4:

Can the call center be located outside the state of Arkansas?

Answer #4:

Yes, the call center may be located outside the state of Arkansas.

Question #5:

Reference Section 2, Scope of Work, p. 8: "The PIC must develop processes....(which) ...include quality assurance"

Reference Section 3.4, User Acceptance Testing, p. 11: "The PIC will participate in the Pilot Testing, UAT planning, facilitation and analysis to ensure quality assurance and that the system satisfies the needs of the Arkansas WIC eWIC project.

Reference Section 4.5, Quality Assurance Plan – Deliverable #5, p. 14: "The PIC will develop a quality assurance plan"

Is the PIC effectively the QA as well? If not, will there be another organization functioning as the QA on this project?

Answer #5:

The PIC is also the QA.

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DH-13-0001 - Questions and Answers (Continued)

Question #6:

Reference Section 2.1, Project Governance, p. 9. "The PIC will be required to be on-site in Arkansas a minimum of twelve times as agreed upon and based on the project schedule" and reference Attachment G, Official Budget Proposal, p. 69

There is no specific location in Attachment G for the cost of the travel and in-person attendance at these meetings. Some are obvious, such as putting the cost of attending the Readiness Assessment Meeting in Deliverable 8, Readiness Assessment. But what about other items such as Project Kick-off or Joint Application Design? Do you have in mind specific deliverables into which to roll these costs?

Answer #6:

It is at the bidder's discretion to determine the deliverables in which to incorporate the required travel costs.

Question #7:

Also, for on-site engagement that span more than 5 days (e.g., JADs, UAT, and eWIC Pilot Planning Meetings which are 14 days each), do we assume that these are 3 continuous weeks?

Answer #7:

These are not necessarily three continuous weeks.

Question #8:

Reference Section 4.10, Retailer Integration Plan – Deliverable #10, p. 16

Is it accurate to assume that the EBT Claims processor will have responsibility to (1) provide and maintain the Retailer Agreements, (2) perform retailer site surveys, (3) provide and manage a certification effort for the retailers who want an integrated solution, and (4) provide stand-beside solutions (POS terminals and software) for smaller retailers, and (5) provide all the training associated with their equipment and their system solution? If our assumption is in error, who will provide those services?

Answer #8:

The program and the PMT will be responsible for coordinating these activities with input from the PIC.

Question #9:

Is it accurate to assume that the PIC will serve as an advisor to the retailers as well as to the PMT, in addition to providing a Retailer Integration Plan and hosting retailer meetings? If so, do you wish us to address how we would do that??

Answer #9:

The program and the PMT will coordinate retailer activities with input from the PIC.

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DH-13-0001 - Questions and Answers (Continued)

Question #10:

Reference Section 4.11, Knowledge Transfer and Training Plan – Deliverable #11, p. 17. Who will provide the actual training that the training plan will address?

Answer #10:

The program and the PMT will coordinate knowledge transfer and training activities with input from the PIC.

Question #11:

Reference Section 4.12, User Acceptance Testing – Deliverable #12
Which entity will write the UAT test scripts? Will that organization provide training of the testers prior to the UAT? Will there be an FAT (Federal Acceptance Test) in addition to the Arkansas WIC UAT?

Answer #11:

The core UAT test scripts are those developed by the WIC Smart Card EBT State Agencies. The PIC will provide guidance to the PMT for any ‘ad hoc’ or state-specific test scripts deemed necessary for complete system testing. Training of the testers will be coordinated by the program and the PMT, with input from the PIC. There will not be a separate Federal Acceptance Test.

Question #12:

Will there be an FAT (Federal Acceptance Test) in addition to the Arkansas WIC UAT?

Answer #12:

There will not be a separate Federal Acceptance Test.

Question #13:

Reference Section 5.1.1 Project / Deliverable Timetable, p. 22 – shows Deliverable #16 being submitted in Dec 2016; while Section 5.4, Contract Duration, p. 23 states that the proposed effective period is from “date of award through June 30, 2016. Is the initial contract agreement expected to be 24 months or 30 months?

Answer #13:

The initial contract term is as stated. The initial contract term may be longer than 24 months depending upon the date of contract execution. The State will execute any contract extensions necessary to complete this project.

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DH-13-0001 - Questions and Answers (Continued)

Question #14:

Section 2, Scope of Work, p. 8, “The ADH/WIC Program seeks to procure a single PIC responsible for external project management services necessary to implement eWIC in Arkansas.” Section 5.2, Minimum Qualifications, p. 23, and Section 7.3.2, Experience, p. 34, “They [letters of recommendation] should be limited to organizational recommendations, not personal recommendations.”

Section 2 suggests that Arkansas WIC is looking for a single individual with all the experience and talent to do this job (although fully backed by his or her organization), as opposed to a team of people functioning collectively as the PIC. A single person as the PIC would significantly cut the travel expense for the Project Manager to be on site for the 12 key events. And Section 5.2 discusses the Minimum Qualifications of the PIC.

However, Sections 7.3.2 and 7.3.3 are focused on organizational experiences and qualifications, respectively, of the company supplying the PIC, not on the experience and qualifications of the PIC, as an individual. Section 7.4, Project Organization and Staffing does require a project organization chart (which suggest more than one person on the PIC team), but does not request a description of experience and qualifications of that individual or group of individuals. Respectfully, how do these requirements reconcile? Doesn't the State want each Responder to provide in the proposal a personal experience summary and recommendations for the proposed PIC?

Answer #14:

The RFP does not state the number of people required to fulfill the responsibilities of the PIC. Section 7.4 specifies the requirement for the bidder to identify key project staff proposed to meet the requirements of the RFP. It is at the bidder's discretion to decide how best to communicate this information in the response to the RFP.

Question #15:

Section 4.3, Integrated Master Schedule – Deliverable 3, p. 14. “The PIC will create an integrated master schedule suitable for tracking project activities. At a minimum, the master schedule will show milestones, deliverables, times of performance, degrees of completion and assigned resources for all project activities.” We assume that the reference to all project activities includes project activities to be performed by the Smart Card EBT Module Developer and the EBT Claims Processor. Is that accurate?

Answer #15:

Yes, that is an accurate statement.

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DH-13-0001 - Questions and Answers (Continued)

Question #16:

Section 6.11 of the RFP indicates that subcontracting will not be allowed by bidders, however numerous sections of the RFP reference information that must be submitted if the bidder plans to include subcontractor in their bid. Can you please confirm whether or not subcontractors may be included in a bidder's response?

Answer #16:

Subcontracting will not be permitted with this contract.

Question #17:

Are there plans to contract with a QA contractor or are the Project Implementation Contractor and the PMT to share those responsibilities?

Answer #17:

The PIC is also the QA.

Question #18:

Section 3.4: User Acceptance Testing (also at 2.1 Project Governance; 4.12: UAT-Del. #12)
Section 3.4's lists extensive testing, including regression, but section 2.1 assumes just 14 days for UAT. Based on our experience we are concerned that 14 days could be inadequate. Can the Department further breakdown the elements of the assumed 14 days; and/or can the Bidder assume that the costing of Del. #12 will use the 14 day duration as an estimate for proposal purposes only? In either instance, how would the PIC be compensated if through no fault of its own UAT exceeded 14 days?

Answer #18:

The stated 14 days for UAT is for estimate purposes. It is at the bidder's discretion to determine how to incorporate travel costs in the RFP response.

Question #19:

Section 6.2: Letter of Intent

Section 6.2 states that a Letter of Intent is not required, however in section 7 the LOI is mentioned several times. Can we assume 6.2 takes precedence over the Proposal Requirement section?

Answer #19:

Thanks for pointing out the discrepancy. There is no requirement for a letter of intent to be submitted for this RFP.

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Question #20:

Section 6.23: Performance Security

Section 6.23 states a \$10,000 performance security is to be paid within ten (10) working days from date of receipt of the State's written notification by mail of its intent to award a proposal. Such performance bonds are very expensive and difficult in any amount to obtain in this economy, as are irrevocable lines of credit. The alternative of a cashiers/certified check would unfairly burden small business. In a previous contract we performed for Arkansas Department of Health a 10% holdback on each completed Deliverable was employed for Performance Security purposes. Would the Department accept this alternative for this contract?

Answer #20:

No. For purposes of this contract, the successful vendor will be required to provide the performance security per the requirements listed in 6.23.

Question #21:

Section 7.6: Financial Disclosure

Our firm is a closely held private corporation that does not produce audited financial statements. Would the Department accept our unaudited financials and a current copy of our Dunn & Bradstreet report to establish financial responsibility?

Answer #21:

In Section 6.2.6 of the FNS Handbook 901, FNS does require the State to obtain a "Statement of corporate financial resources." The State does not have any method of validating the information contained in unaudited financial statements. Please comply with 7.6.

Question #22:

The RFP at Section 7.1 requires one (1) original and seven (7) copies, plus an additional copy (minus the cost proposal), the public information copy. The RFP at Section 7.8 requires the cost proposal to be sealed separately from the proposal and be clearly identified as "Cost Proposal". Please confirm Arkansas DOH expects to receive:

- o One (1) original and eight (8) copies of the technical proposal, including eight (8) electronic copies of the technical proposal on CD, and
- o One (1) original and seven (7) copies of the cost proposal, including seven electronic copies of the cost proposal on CD.

Answer #22:

ADH expects to receive one (1) original and seven (7) copies of the technical proposal along with 8 electronic copies of the technical proposal on CD, and one (1) copy of the technical proposal clearly marked "Public Information Copy" as this is the copy that would become available should there be a FOIA request.

Additionally, there will be only one (1) original cost proposal and it will be clearly marked as "Cost Proposal" and in a separate envelope.

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Question #23:

In Section 3.2, Technical and Management-level Experience, states, "The PIC will consult, coordinate and consider the input of the Smart Card EBT Module Developer and EBT Claims Processor on any matters necessary for the performance of this task. While tasks assigned to other ADH/WIC contractors are separate and distinct from tasks solicited under this RFP, the work being performed under this task requires the PIC work effectively with all existing stakeholders currently involved in the Arkansas eWIC design, development and implementation."

In Section 2.0, Scope of Work, the RFP states, "The PIC will coordinate the activities of the Project Management Team (PMT), the Smart Card EBT Module Developer, the EBT Claims Processor and representatives from the retail community."

When read together, it is unclear whether the PIC may be responsible for the coordination and management of the Smart Card EBT Module Developer and the EBT Claims Processor. Please clarify the roles and responsibilities of each of these contractors, describe how each fits within the project organization, and describe the PIC responsibilities, if any, for contractor performance.

Answer #23:

The PIC is to serve in an advisory role and work collaboratively with the internal eWIC Project Manager and the PMT to coordinate all activities of the project. The program and the PMT ultimately are responsible to oversee the work of all contractors hired for the project.

Question #24:

Section 3.4, User Acceptance Testing, states, "The PIC will participate in the Pilot Testing, UAT planning, facilitation and analysis to ensure quality assurance and that the system satisfies the needs of the Arkansas eWIC project as specified in the functional requirements and provides confidence in its use. The PIC will also monitor other tests such as functional, unit, integration, and interfaces throughout the life of the contract and will provide the ADH/WIC with recommendations for acceptance."

The RFP, in Section 2.1, Project Governance, indicates the minimum days the PIC will need to be onsite in Arkansas. Please confirm whether the PIC will be required to travel to a site other than Arkansas, such as the Smart Card EBT Module Developer and/or the EBT Claims Processor site(s), to be present during functional, unit, integration and interface testing?

Answer #24:

Travel outside of Arkansas will not be required.

Question #25:

Who will be responsible for providing the Stand-Beside Automation System for retailer use, described in Section 1.3, Overview of ADH Organization and Operations?

Answer #25:

The program and the PMT will be responsible for coordinating the Stand-Beside POS Systems with input from the PIC.

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Question #26:

In Section 4.2, Project Work Plan – Deliverable #2, the RFP states, “The PIC will submit a project work plan using Microsoft Project.....” The RFP provides significant detail as to the content, scope, format, etc., however, the RFP does not specify whether the PIC is responsible for maintaining the plan once it has been modified to incorporate comments from the PMT and submitted as a final version. Who is responsible for maintaining (updating, modifying) the Project Work Plan after State acceptance, the PM/PMT or the PIC?

Answer #26:

The PIC is responsible for maintaining the Project Work Plan with input from the PMT.

Question #27:

Page 24 & 30, Section 6.2 & 7.1, Section 6.2 states that a mandatory pre-submission letter of intent is not required for this RFP. Section 7.1 states that a mandatory letter of intent must be received on or prior to the deadline. Can the ADH please clarify if a letter of intent is required, and if so, what is the deadline for submission?

Answer #27:

A letter of intent is not required for this RFP. Again, thanks for pointing out this discrepancy.

Question #28 :

Page 26, Section 6.11, This section indicates that subcontracting will not be permitted in connection with this RFP. We sometimes contract with individuals or small consulting firms to provide services to us in a staff augmentation role. Normally, we might involve one or more of these non-employee/independent consultants as members of our staff to provide part of the proposed services. Does ADH consider such independent consultants to be subcontractors so that we would not be permitted to involve them in connection with this RFP?

Answer #28:

The PIC is ultimately responsible for the work and oversight of any permanent or temporary employees hired as members of staff.

Question #29:

Page 32, Section 7.2.3, Item 10 requires a statement agreeing to comply with the terms and conditions in the RFP without qualification. There are terms and conditions in the RFP that we would like the opportunity to negotiate, if selected as the successful Offer. If we answer no to this question on the Statement of Acknowledgement and indicate that we agree to the terms and conditions subject to a list of exceptions that we would like the opportunity to negotiate with ADH, will our proposal be rejected?

Answer #29:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder's response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder's suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

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Question #30:

Page 33, Section 7.2.3, Item 20 requires a statement accepting and agreeing to the terms and conditions in the RFP. There are terms and conditions in the RFP that we would like the opportunity to negotiate, if selected as the successful Offer. If we answer no to this question on the Statement of Acknowledgement and indicate that we can accept and agree to the terms and conditions subject to a list of exceptions that we would like the opportunity to negotiate with ADH, will our proposal be rejected?

Answer #30:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder's response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder's suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

Question #31:

Page 33, Section 7.2.4, The last sentence requires the respondent to identify any contract terminations. Is this just for terminations within the past three years?

Answer #31:

Yes, we will not ask the vendor to go beyond the three (3) year period.

Question #32:

Page 35, Section 7.6, Due to the size of our financial statements, are we permitted to submit a CD instead of hard copies?

Answer #32:

Yes, the agency will accept a CD clearly marked "Financial Statements" in place of a hard copy.

Question #33:

Page 40, Section 8.5, This section requires the Contractor to accept orders from and extend the contract prices to all participating states. Since the RFP requires fixed pricing per deliverable, can ADH clarify how it anticipates that pricing will be extended to other states?

Answer #33:

If any other WIC entity or WIC agency elects to become a party to this contract, then any deliverable(s) required by the new joining entity, and pricing to produce the deliverable(s), will be subject to negotiations between the new joining entity and the Contractor.

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Question #34 :

Page 40, Section 8.4, Will the successful Offeror be given an opportunity to negotiate the terms and conditions of the contract resulting from this RFP?

Answer #34:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder's response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder's suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

Question #35:

Page 40, Section 8.4, If there are terms and conditions included in the RFP that we would like to negotiate, if selected as the successful Offeror, may we include a list of exceptions to those terms and conditions in our proposal?

Answer #35:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder's response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder's suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

Question #36:

Page 45, Attachment A, Can ADH confirm that the reimbursement method applicable to this RFP will be other than Actual Cost Reimbursement?

Answer #36:

Most ADH professional contracts are set up as actual cost reimbursements, but there are occasional scheduled reimbursements. The State is not permitted to pay start up costs.

Question #37:

Page 45, Attachment A, Where should Attachment A be included in the proposal submission?

Answer #37:

As long as it is part of the technical proposal, please include anywhere within your technical response.

Question #38:

Page 55, Attachment C, Where should Attachment C, if at all, be included in the proposal submission?

Answer #38:

Attachment C is provided as an example only. The successful vendor will be forwarded a document to be completed prior to start of the contract.

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Question #39:

Page 66, Will the successful Offeror be required to sign this certification?

Answer #39:

Yes, these are sample forms for the information referenced on pages 64 & 65.

Question #40:

Page 69, Attachment G, Is the budget for the period through June 30, 2016 and not June 30, 2014?

Answer #40:

Schedule G is labeled correctly as June 30, 2014, which is the end date to obligate current funding. Schedule G is for budgeting purposes and will not necessarily coincide with the actual contract schedule of deliverables and activities.

Question #41:

Would the State be interested in hourly pricing for additional resources that can be made available if the need arises?

Answer #41:

Yes, this may be accommodated in the bidder's response.

Question #42:

Page 13/14, Section 4.2 & 4.3, Deliverables 2 and 3 seem to be similar. Could more clarification be provided regarding the differences between these deliverables? Is it anticipated that the Project Work Plan would be developed and then used as the starting point of the Integrate Master Schedule?

Answer #42:

Please refer to Chapter 5.0: PROJECT MANAGEMENT in the 2014-01-15 FNS Handbook 901 v1.6 for clarification. The handbook is available online on the USDA FNS website.

Question #43:

Page 26, Section 6.11, Does the limitation on subcontractors apply to an independent expert consultant providing subject matter expertise?

Answer #43:

The PIC is ultimately responsible for the work and oversight of any employees or subject matter experts contributing to the overall work product relative to the contract.

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Question #44:

Page 26/33, Section 6.11 & 7.2.3, Section 6.11 of the RFP states that no subcontracting will be permitted. However, section 7.2.3 states that the respondents shall provide certain information for any subcontractors that will be used. Is subcontracting permitted under this RFP?

Answer #44:

No, subcontracting will not be permitted under the contract derived from this RFP.

Question #45:

Page 29, Section 6.23, Section 6.23 of the RFP states that, if the vendor breaches the contract they will be notified in writing but reasonable charges may be assessed against the performance bond. If the vendor fails to cure the breach within ten (10) business days, the Procurement Official may initiate procedures for collecting against the bond. Is it correct that if the vendor cures the breach within ten (10) days of receiving notice of the breach, no collection will be made against their bond? Will the cure process involve a corrective action plan to be agreed upon by both the Procurement Official and the vendor?

Answer #45:

It is our desire to have a continuous flow of information between the program and the PIC long before any discussion of a breach has taken place. The severity of the breach will determine the need for collection against the bond. Yes, it is reasonable to expect a corrective action plan should be put in place that both parties can agree to prior to a default and collection action against the security bond.

Question #46:

Page 39, Section 8.2, Section 8.2 Point Assignment states that one of the criteria being evaluated is Technical Expertise and Knowledge. There is no corresponding Section or request for information that requires a description of technical expertise and knowledge. Should this be a subsection under Section 7.3 or Section 7.4?

Answer #46:

Please refer to Section 2.0: Scope of Work in the RFP.

Question #47:

Page 40, Section 8.4, Section 8.4 of the RFP states that the "contract will be based on the required clauses in the RFP, clauses by the Offeror that are acceptable to the State and additionally, on any clauses, agreed upon by all parties to be incorporated into the contract. However, section 9.12 indicates that upon award a binding obligation will occur. Is it accurate to assume that the Offeror will be under no obligation to sign the final Agreement unless both parties mutually agree on *all* of the terms and conditions? If only certain provisions will be negotiable, please indicate which provisions of the RFP

Answer #47:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder's response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder's suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

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Question #48:

Page 41, Section 8.6, Section 8.6 states that the initial contract comes before the RFP documents in the order of precedence and, more specifically, special conditions take the last position in the order. However, section 9.1 states that “any special terms and conditions included in the invitation for bid override these standard terms and conditions.” Is the order of precedence in section 8.6 accurate?

Answer #48:

The listing on page 41 under 8.6 is correct. Standard terms and conditions would not have a priority over special terms and conditions.

Question #49:

Page 45, Attachment A, Attachment A states the following: “any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of ADH, is an exception to the terms and conditions that will result in the rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval by ADH is required to be submitted with the respondent’s proposal. Failure to provide this statement will result in rejection of the proposal.” Is it accurate to assume that all exceptions should be included in the proposal in order to be considered during the negotiation stage? If exceptions are provided with the proposal, is it correct to assume that they should be included in the statement described above?

Answer #49:

The ADH requires that exceptions to the terms and conditions be duly noted and expressed in the bidder’s response to the RFP. This may be accomplished with a listing of the targeted T&C along with the bidder’s suggested changes. ADH will review the suggested changes and make a decision to accept or reject. If the ADH rejects the suggested changes, the bidder will be given the opportunity to remove the suggested changes from the response before the bid response is rejected.

Question #50:

Our company has made an employment offer to a person currently employed by a State WIC Authority, not Arkansas WIC. Employment is contingent upon the selection of our company by ADH/WIC as its Project Implementation Contractor, RFP # DH-13-0001. Obviously, we would like to include information about this person – experience, qualifications, etc. – in our proposal to ADH/WIC.

Can we submit the resume, credentials and other information for our contingency hire separately, as “confidential” information, to reduce the likelihood this person could be reprimanded by his/her present employer?

Answer #50:

ADH cannot guarantee that the resume, credentials, etc...of the person will not be ruled to be releasable. In other words, the identity of the person could be determined to be releasable. It requires a weighing of the privacy expectations of the person. ADH can agree that we will notify the applicant of any FOIA request. The applicant will have an opportunity to object to the release prior to the disclosure.

THIS CONCLUDES THE QUESTION AND ANSWER PERIOD FOR RFP DH-13-0001.