



Q1. Schedule of Events, Page 10.

Often vendors have follow-up questions to a State's initial answers, or discover other clarifications that need to be asked as they work through the proposal creation process. Will the State allow a second round of questions with such additional questions due in early January?

R1. No.

Q2. Schedule of Events, Page 10

Will the State confirm, based on the time set aside for negotiation in the Schedule of Events, that it intends to discuss final terms with the selected vendor following award?

R2. Yes, the final terms of the contract will be negotiated with the selected vendor following the award.

Q3. Section 2.6, Page 16

Please confirm that confidential information, if any, can be submitted in the same binder as the rest of the technical proposal but separated by a tab. If a separate binder is required, how many copies should be submitted?

R3. Either is fine; however, an original and the required number of copies must be submitted.

Q4. Section 2.12.4 , Page 17

We understand from this section that the State may select a vendor other than the vendor offering the lowest price. What is the most important factor to the State in making this award?

R4. The vendors ability to meet the technical requirements as described in the Request for Proposal (RFP) is worth 700 points on a 1000 point scale.



Q5. Section 5.6, Page 39

This section states that “No points will be assigned to proposals submitted by new or current. Vendors who have performed their contractual obligations satisfactorily. However, current Vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.”

What criteria will the state use to define “unsatisfactory” performance, and subsequently determine that a Vendor meets the definition as related to this section?

R5. A vendor’s performance of past contractual obligation will be reviewed.

Q6. Section 5.6, Page 39

Will the State confirm if only Vendors currently under a Corrective Action Plan could be subject to a reduction in points as referred to in this section? Or, will any Vendor’s performance under a past or current contract with Alabama be subject to a potential reduction in points?

R6. All Vendor performance under a past or current contract with Alabama will be subject to a potential reduction in points.

Q7. Section 5.6, Page 39.

What criteria will the State use to determine if one, some or all of the 10 points will be deducted from a vendor’s score? And from where would the points be deducted?

R7. See R5.

Q8. Section 5.11.1.2.14, Page 57

Does Alabama Child Support currently host a state website where a redirect may be established to route custodial parents to a website for maintenance of direct deposit account information?

R8. Currently Alabama does not have a website that could redirect the custodial parents to another website for maintenance of direct deposit account information.

Q9. Section 5.13.2, Page 65



Questions and Responses

Is the state aware of the CFPB regulation regarding providing payment options? Is Alabama confident that redirecting a direct deposit reject to a prepaid card without the custodial parent's consent does not violate this requirement?

R9. Vendors should respond to Section 5.13.2 as written. Vendors may also describe their process for correcting rejects of direct deposited funds.

Q10. Section 6.11, Schedule VI-2, Page 87

Could the State please explain how the Cost Per Case Month pricing chart will be scored?

R10. The state will utilize the caseloads listed in of the RFP (as well as projected future growth) to determine which tier will be used to score the Cost per Case Month pricing. Once a tier has been determined only that tier will be scored; however the state does expect that the vendor will offer the best and lowest price on all tiers.

Q11. Section 6.11, Schedule VI-2, Page 87 Will all tiers within Schedule VI-2 be scored the same, and if not, can the State please indicate which tiers will be scored (or weighted) differently?

R11. Refer to R10.

Q12. Section 6.11, Schedule VI-3, Page 89

Will the Optional Services pricing in Schedule VI-3 be included in the scoring evaluation of the Cost Proposal? If so, how will this Schedule be weighted amongst the required services within the Cost Proposal?

R12. No.

Q13. Section 7, Page 96

Please explain what portion of the 300 total points will be allocated to each of the following schedules:

Schedule VI-1, Pricing Table for Alabama EBT/EFT Start-Up Costs

Schedule VI-2, Pricing Table for Alabama EBT CPCM

Schedule VI-3, Pricing Table for Alabama EBT/EFT Optional Services



Schedule VI-4, Pricing Table for Alabama EBT/EFT Fee for Service

Schedule VI-5, Pricing Table for Alabama Electronic Payment/Branded Debit Card Services

Schedule VI-6, Pricing Table for Alabama EBT/EFT Professional Service Fees

- R13. Schedule VI-1 – Max 25 pts**
- Schedule VI-2 _ Max 215 pts**
- Schedule VI-3 – Max 0 pts**
- Schedule VI-4 – Max 15 pts**
- Schedule VI-5 – Max 45 pts**
- Schedule VI-6 – Max 0 pts**

Q14. Section 7, Page 96

Of the points allocated to Schedule VI-2, how many will be allocated to each case type: SNAP Price, Cash Price and Combined Price?

R14. See R13.

Q15. Section 7, Page 96

Of the points allocated to Schedule VI-3, how many will be allocated to each service described in the table?

R15. No points allocated.

Q16. Section 7, Page 96

Of the points allocated to Schedule VI-4, how many will be allocated to service included in the table?

R16. See R13.

Q17. Section 7, Page 96

Of the points allocated to Schedule VI-5, how many will be allocated to each transaction type?

R17. See R13.



Q18. Section 7, Page 96

Of the points allocated to Schedule VI-6, how many will be allocated to each professional service category?

R18. No points allocated.

Q19. Section 7, Page 96

What is the overall cost evaluation formula? Please provide an example.

R19. This information is not available.

Q20. Section 7, Page 96

**Will the lowest price vendor be awarded the total available 300 points? If so, how
Will points then be allocated to the other vendors?**

R20. This information is not available.

Q21. Appendix A, Page 104

Would the State please confirm that Contractor has no duty to perform services in the absence or expiration of program funding?

R21. Detailed contract language will be discussed with the selected vendor.

Q22. Appendix A, Page 102

Please confirm that federal charge backs will only be deducted from Contractor payments if and to the extent Contractor's negligence caused the State to incur the charge back.

R22. Detailed contract language will be discussed with the selected vendor.

Q23. Appendix A, Page 103

Please confirm that Contractor's duty to indemnify the State would be limited to those circumstances where Contractor was negligent in causing harm to the State? Also, please confirm that, in circumstances where



Contractor's negligence combines with the negligence of the State, liability will be equitably apportioned based on each party's degree of fault.

R23. Detailed contract language will be discussed with the selected Vendor.

Q24. Appendix A, Page 108

Would the State agree to negotiate an aggregate limitation on Contractor's liability?

R24. No.

Q25. Appendix A, Section B.4.d, Page 106

This is not a cost reimbursement contract. Would the State please confirm that OMB Circular A-133 audits are not required on this program?

R25. Audits are required.

Q26. Appendix A, Section B.9

Would the State agree to certain modifications to the insurance provisions to ensure that they are aligned with vendor's standard corporate insurance policies?

R26. Detailed contract language will be discussed with the selected Vendor.

Q27. Appendix A, Section B28.c, Page 120

Would the State please confirm that "equitable compensation" in the context of a termination for convenience includes compensation for work performed, as well as payment for reasonable and necessary wind down expenses?

R27. Detailed contract language will be discussed with the selected Vendor.

Q28. Appendix A, Section B.31, Page 122

Would the State please confirm that Contractor retains exclusive ownership of all hardware and software tools used to perform the services? Also, please confirm that the State will retain no rights to such tools beyond the term of the Agreement.

R28. Detailed contract language will be discussed with the selected Vendor.

Q29. Appendix E, Page 127



Questions and Responses

Please explain the difference between the “Active Case/Claimants” for Food Assistance category which equals 369,265, and the “Active SNAP Only Accounts” category which equals 376,111?

R29. It appears that these two numbers are reversed. “Active Case/Claimants” (the number of active Food Assistance cases) should be 376,111. “Active SNAP Only Accounts” (the number of cases that actually had Food Assistance benefits deposited in the EBT account) should be 369,265.

Q30. Section 3.1: Questions include all programs contained in this section.

1. Average amount per load?
2. Maximum load amount?
3. Maximum bank balance per user?
4. Maximum amount that can be loaded to a card?

R30. Please see Appendix E: EBT/EFT Statistical Data.

Q31.Section 3.1:

Approximant number of users per program?:

- SNAP
- CASH
- TANF
- FA NET

R31. Please see Appendix E: EBT/EFT Statistical Data.

Q32. Section 3.1:

Questions include all programs that will require a branded debit card in this section.

How will the cards be ordered for the users? How will these cards be distributed?

R32. Child Support–Alabama child support will send client information to the vendor. The vendor will use the information received from Alabama to send cards to the clients. Refer to Section 5.7 for details.

ADOL – When a claim is approved, the agency will create an electronic ACH file with routing number to the financial institution handling the ACH, to include the amount of benefits to be paid. This will be in the form of an “initial enrollment file”.

Cards will be distributed by the vendor.



Q33. Section 3.1

How many different IT departments will be involved in implementing the services for the entire RFP?

R33. Four- Alabama Medicaid, Alabama Department of Labor (ADOL), Alabama Department of Human Resources (DHR)–Child Support Division, and DHR- Family/Food Assistance Division

Q34. General

Because of the proposal timeframe and complexity of the requirements, will the State allow a second round of questions due in late December or early January?

R34. No.

Q35. General

Are Vendors permitted to include a Transmittal Letter in their proposal responses?

R35. The aforementioned documents may be included, but are not necessary.

Q36. General

Will the State consider capping Vendor liability at an amount equal to the total amount that the customer has paid the Vendor in the 12 months prior to the relevant incident?

Vendor respectfully requests a cap on liability consistent with industry standards and reasonable apportionment of risk on programs of similar size and complexity.

This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R36. No.

Q37. General

Will the State agree to negotiate with the Vendor a reasonable set of acceptance protocols for deliverables?

In Vendor's experience, acceptance protocols are important for the success of the project.



This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R37. Detailed contract language will be discussed with the selected Vendor.

Q38. 2.3, Immigration Affidavit pg.15

Appendix D: Certificate of Compliance pg.126

Third paragraph of RFP section states, "Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a sworn affidavit (Appendix D) signed before a notary attesting to such." RFP states that Appendix D must be signed before a notary. However, Appendix D appears to require only a witness signature. Please confirm Appendix D requires only a witness signature.

R38. The Certificate of Compliance Form in Appendix D requires a witness and a notary's seal.

Q40. Section 2.6, Trade Secrets pg.16

First paragraph of RFP section states, "As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal"

- a) Please confirm that confidential information can be submitted in the same binder as the rest of the technical proposal but separated by a tab.**
- b) If a separate binder is required, how many copies should be submitted?**

R40. Yes.

Q41. Section 4.2, Proposal Format 23-24 RFP section states, "Do not use adhesive tabs, tabs with the paper inserts, sheet protectors, rings or prong fasteners." Is it permissible for Vendors to provide their proposal in a three-ring binder?

R41. Yes.



Questions and Responses

Q42. Section 4.2, Proposal Format 23-24 RFP section states, "The RFP restricts page size to 8 ½ X 11 inch paper. "For complex documents like Microsoft Project plans and architecture diagrams, may Vendors use larger paper folded down to 8 ½ X 11 inch size?"

R42. Yes, only on such documents.

Q43. 4.2, Proposal Format 23-24 RFP section states, "Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12." May Vendors use a smaller, still readable font for items like the following: headers and footers, RFP requirement text, graphics, and tables?

R43. No, header and footers and required text must use a 12 pt. font.

Q44. 4.2, Proposal Format 23-24 RFP section states, "Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. Paragraphs must be double-spaced." Several requested documents/samples are pre-printed and do not comply with font restrictions, and they are not available in a native MS Office format for font adjustments. Please confirm that it is permissible to submit those documents as is.

R44. The documents/samples may be submitted in their current format/font.

Q45. 4.2.2, Table of Contents 24 RFP section states, "Numbering of the proposal pages should begin with page 1 of the Table of Contents."

a) Is this statement meant to imply that the proposal must be consecutively numbered from front to back?

b) Is it permissible to consecutively number pages by proposal tab (e.g., 4.2.5-1, 4.2.6-1, etc.)?

c) If consecutive numbering is required, can Vendors exclude signed forms, attachments, etc. from the consecutive numbering requirement?

**R45. a.) Yes
b.) No.
c.) No. The pages must be numbered.**

Q46. 4.2.6, Attachments 24 RFP section states, "Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal." This RFP section seems to be



Questions and Responses

in conflict with RFP Section 4 which states “The proposal must state the section/subsection headings from each requirement verbatim, employing the same numbering system used in the RFP.”

Please clarify whether these attachments should be numbered using the same numbering system as the RFP or labeled as Attachment A, B, C, etc.?

- R46. a.)Yes
b.)No
c.)No. The pages must be numbered.**

Q47. 5.6.1, Performance Standards 41 The performance standard for EBT Card Issuance states, “For expedited card issuance requests received by the Contractor by 12:00 p.m. (noon) Central Time (CT), cards will be mailed the same business day measured on a monthly basis.”

Will the State be willing to consider sending the file to the Vendor by 10:30 a.m. or 11:00 a.m. CT to build in time for expedited card requests?

R47. No.

Q48. 5.6.2, Penalties for Non-Compliance with Performance Standards 41 First paragraph of RFP section states, “Performance deficiencies listed above shall be subject to hold-back provisions.” Will the State agree to excuse nonperformance under certain conditions, such as:

- When program processes are changed at the request of the State, and such changes adversely affect Vendor’s ability to perform in accordance with the service levels?
- When any stated assumptions on which a performance goal is based turn out to be incorrect through no fault of the Vendor?
- When a performance failure is due to the acts or omissions of State or third parties outside of Vendor’s reasonable control?

Vendor respectfully seeks to fair and reasonable standards under which to operate the project.

This question has no bearing on the Vendor’s ability to respond to the RFP or perform the contract.

R48. Detailed contract language will be discussed with the selected Vendor.

Q49. 5.6.3, Penalties for Conversion Delays 42 Last paragraph of RFP section states, “For those delays directly attributed to the fault of the new



Questions and Responses

Contractor, a fine of \$300 per day will be imposed for each day of delay beyond the required timeframe in Section 5.3.1 for the Project Work Plan and the agreed upon date for the database conversion.” Will the State consider compensating Vendor for any unrecoverable costs incurred by delay of the program due to acts or omissions of the State?

Vendor is firmly committed to implementing the program as scheduled. The State’s agreeing to this will have only positive effects for the success of the project.

This question has no bearing on the Vendor’s ability to respond to the RFP or perform the contract.

R49. No.

Q50. 5.7, Account Set-Up and Maintenance 42 and 43 Second paragraph of RFP section states, “Within 24 hours, the Contractor will also emboss and mail a debit card to the Child Support recipient to the address of record.”

Third paragraph of RFP section states, “Within 24 hours, the Contractor will also emboss and mail a debit card to the unemployed claimant to the address of record.”

Would the State confirm that 24 hours is upon receipt of a valid file by the Contractor?

R50. Child Support – The 24 hours is upon receipt of a valid file by the contractor. ADOL – Yes.

Q51. 5.7.1.3, File Transmissions 44 The fourth paragraph of RFP section states, “ADOL will utilize the Vendor’s secure website for transfer of data. ”Please confirm that SFTP is an acceptable method of secure website data transfer to meet this requirement.

R51. Yes.

**Q52. 5.7.2.1.2, Benefit Cancellation for Alabama Medicaid 46
BENEFIT CANCELLATION for ALABAMA MEDICAID
This requirement seems to be incorrectly numbered.**

- a) Should this requirement be 5.7.2.1.1?**
- b) If not, would the State please provide the requirement for 5.7.2.1.1?**

R52. Yes this should be 5.7.2.1.1



Questions and Responses

Q53. 5.8.2, Card and PIN Issuance 49 RFP section states, “A card activation sticker is placed on the card with instructions to the client for activating the card. The Contractor is liable for any misuse of the card until activated by the client.” Would the State agree to forego the required activation sticker if the selected Vendor provides a better option that meets prevailing industry standards?

R53. Currently the State would prefer the required sticker; however, the State would be willing to consider other options presented by the Vendor which meet prevailing industry standards.

Q54. 5.8.2.2, Timeframe Requirements 50 RFP section states, “Card issuance requests within the batch Case/Client Maintenance file received by the Contractor by 12:00 p.m. (noon) Central Time must be placed in the mail that day. All card issuance requests received in the batch file after 12:00 p.m. (noon) Central Time but before 11:00 p.m. Central Time must be placed in the mail no later than the next business day.” The requirement appears to contradict RFP Section 5.8.2 which refers to EBT/EFT.

Would the State confirm that this RFP section applies only to EBT?

R54. Yes, Section 5.8.2.2 – Timeframe Requirements apply only to EBT cards.

Q55. 5.8.3, Replacement Card Issuance 50 The last two sentences of RFP section states, “The Contractor will send an initial notice to the cardholder indicating 4 replacement cards in the last 12 months have been requested. The Contractor will send a second notice to the cardholder indicating that 5 or more replacement cards in the last 12 months.”

Will the State confirm this requirement is for EBT programs only and not for the debit card programs?

R55. This requirement is for SNAP only cases. It doesn’t apply to TANF cases, Net Med cases, nor debit card programs.

Q56. 5.8.3.2, PIN Transferred from Old Card to New Card 50 RFP section states, “When a client requests a new EBT/EFT card the existing PIN must be transferred to the new card. The system must not generate a new PIN unless specifically requested by the client.”

Due to stringent security standards, PINs are not automatically transferred to reissued debit cards.

Would the State amend the requirement to reflect this applies to EBT only?



R56. The requirement that PINS be automatically transferred does not apply to debit cards.

Q57. 5.8.4.1, Conversion Process 51 The second paragraph of RFP section states, "CSED requires the new debit cards issued by the vendor during conversion. Vendor must be able to produce high volume of cards within four weeks' time (around 150,000 cards)." Will the State confirm the same requirement also applies to the new ADOL Vantage cards that are issued by the Vendor during conversion?

R57. Yes, except the number of initial cards should be no more than 10,000 – 15,000.

Q58. 5.8.5, EBT Cards with Client's Photo 51 RFP section states, "The State does not currently issue EBT cards that display the client's photo. In the event the State does implement this redesign, at any time during the contract period, the Contractor shall issue, by mail, replacement EBT cards displaying the client's photo. Specifics of the process will be decided at that time." There are many variations as to how to implement photo cards, i.e., where are the photos taken, where are they stored, are new card printers required, etc.

Would the State provide additional details so Vendors can provide accurate pricing?

R58. This is an option that the State may consider sometime in the future. The Vendor should present the options they have available to the State for the State to consider.

Q59. 5.12.8, Adjustment Processing 63 RFP section states, "The Contractor and/or retailer/TPP can initiate an adjustment to resolve errors and out-of-balances related to system problems. The Contractor, on behalf of a client complaint, can initiate an adjustment to resolve a transaction error." a) Would the State amend this requirement so that adjustments to debit cards follow Payment Card Industry and branded card vendor requirements?

b) If not, would the State adjust the requirement to apply to EBT only?

R59. This requirement applies to EBT only.

Q60. 5.17, paragraph 8 68 The eighth paragraph of RFP section states, "ADOL requires that reports be accessible from a secure website on a daily basis and include at a minimum information concerning Account Activation, Account Creation, Account Activity Detail, Account Balance Summary, Direct Deposit Setup, Days After Expiration Date, Cards



Questions and Responses

Lost/Stolen, Negative Balance, Mailed Cards, Returned Cards (undeliverable), Transaction Detail and Value Load Detail.

Funds distributed to a debit card are provided the same privacy and financial protections as funds distributed to a bank account through direct deposit. In both cases, funds are considered distributed and “owned” by the cardholder and therefore not subject to viewing unless in accordance with a subpoena or other legal action according to appropriate jurisdiction. Providing the State with specific transaction data could potentially violate Privacy laws and regulations such as Gramm-Leach-Bliley Act and Regulation P (which under Federal law requires cardholder privacy and confidentiality of personal information and prohibits information being shared about a consumer).

In order for Contractor to comply with the aforementioned regulations, would the State agree to either remove this requirement, amend to be summary information only, or discuss an alternative solution that addresses the underlying requirement while ensuring that PII information remains fully protected?

R60. ADOL must have a variety of basic reporting readily accessible to support customer service inquiries. Transaction details for purchases, POS or ATM, etc., or account balances are not being requested. The minimum PII requested will be reference to card holder name and address on file (file that was provided to vendor by ADOL) and last four digits of social security number (also provided to vendor by ADOL) needed by ADOL to locate account information from the Vendor’s records.

Q61. 5.18.4, CSED Direct Deposit Accounts 78 This RFP section states, “The Contractor must:

- Perform significant testing of the conversion process, including performing test transactions against the converted database in the Test System. Testing shall also validate that PINs have been converted successfully. FNS requires at least two trial runs.

- Accept a minimum of three years and seven years of transaction history to be transferred from the current EBT Contractor’s data warehouse. If information cannot be transferred from the currently existing data warehouse, then at least three years will be stored in the data warehouse using the online history.

- Provide for conversion of three years of online transaction history onto the new system.”

- Have checkpoints and reconciliation procedures built into the conversion process to ensure that no benefits or records are dropped.



- Have a contingency fallback plan in case the conversion cannot be completed in a timely manner due to problems.
- Send two notices to retailers. The first notice may be sent 2 or 3 months before conversion and the second must be sent 2 weeks before conversion. FNS reviews them and will mail them if asked to do so.”
Starting with “The Contractor must:” the bullets that follow do not seem to relate to CSED Direct Deposit Accounts.

Should this section have a different header and be related to EBT programs?

R61. This should have a different header and is related to the EBT program. It is part of 5.18.2:

5.18.2 EBT/EFT DATABASES

Database conversion (conversion from existing database to new database) must take place overnight on the weekend and is usually done next to the last month of the State’s current contract. The Contractor must analyze monthly transaction volumes and select a weekend when the least number of retailer and clients would be impacted. The entire conversion must be completed in ten hours or less. During conversion no stand-in of clients’ transactions will be required.

The Contractor must:

- Perform significant testing of the conversion process, including performing test transactions against the converted database in the Test System. Testing shall also validate that PINs have been converted successfully. FNS requires at least two trial runs.
- Accept a minimum of three years and up to seven years of transaction history to be transferred from the current EBT Contractor’s data warehouse. If information cannot be transferred from the currently existing data warehouse, then at least three years will be stored in the data warehouse using the online history.
- Provide for conversion of three years of online transaction history onto the new system.
- Have checkpoints and reconciliation procedures built into the conversion process to ensure that no benefits or records are dropped.
- Have a contingency fallback plan in case the conversion cannot be completed in a timely manner due to problems.
- Send two notices to retailers. The first notice may be sent 2 or 3 months before conversion and the second must be sent 2 weeks before conversion. FNS reviews them and will mail them if asked to do so.

5.18.3 and 5.18.4 should read as follow:



5.18.3 CSED DEBIT CARD

CSED requires the new debit cards issued by the vendor during transition. Vendor must be able to produce high volume of cards within four weeks' time (around 150,000 cards) and the funds should be deposited to the new cards after transition.

5.18.4 CSED DIRECT DEPOSIT ACCOUNTS

CSED requires the current Vendor to provide client direct deposit account details, payment preferences and history through a batch file to the new Vendor during the conversion process. The new Vendor must deposit the funds to the client direct deposit accounts without disruption to client payments.

Q62. Section 6, Schedule VI-2 87 Pricing Table for Alabama EBT CPCM

- a) could the State please explain how the EBT CPCM schedule will be scored?
- b) Will all rows within Schedule VI-2 be scored the same?
- c) If not, can the State please indicate which rows will be scored (or weighted differently)?

R62. Refer to R10.

Q63. Section 6, Schedule VI-3 89 Pricing Table for Alabama EBT/EFT Optional Services

a) Will the Optional Services pricing in Schedule VI-3 be included in the scoring evaluation of the Cost Proposal?
b)if so, how will Schedule VI-3 be weighted against the required services within the Cost Proposal?

R63. No.

Q64. Section 6, Schedule VI-3 89 Pricing Table for Alabama EBT/EFT Optional Services

The fourth row states, "Provide wireless POS devices/terminals to EBT-only retailers needing them during a federally declared disaster." Please provide the numbers of POS devices/and wireless POS devices that were needed during a federally declared disaster during 2016 and 2017.

R64. The State has not experienced any disasters in 2016 and 2017 requiring wireless POS devices/terminals.

Q65. Section 6, Schedule VI-5 92 Pricing Table for Alabama Electronic Payment/Branded Debit Card Services



Questions and Responses

May Vendors include optional service fees for debit cards at the end of the fee schedule?

R65. Child Support – Yes.

ADOL – Yes.

Q66. Section 7, Evaluation Criteria 96 Cost Proposal, Section 6, 300 points

Could the State please provide further breakdown of how the 300 available points for the Cost Proposal will be distributed among the six pricing tables?

R66. Refer to R.13.

Q67. Appendix A, Compliance with Laws 102 Paragraph regarding compliance with laws states, “The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations...” Will the State agree to cover new costs arising from unforeseen changes in the law?

Vendor respectfully submits that risk and costs be equitably apportioned for unforeseen and unforeseeable future changes in law.

This question has no bearing on the Vendor’s ability to respond to the RFP or perform the contract.

R67. Detailed contract language will be discussed with the selected Vendor.

Q68. Appendix A, Hold Harmless/ Indemnification 103 Paragraph regarding Hold Harmless/ Indemnification states, “The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor’s employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.” Will the State consider limiting Vendor liability to damages directly resulting from Vendor’s own negligent acts or omissions?



Questions and Responses

In accordance with equitable principles and industry standards, Vendor respectfully requests that its indemnification liability be commensurate to its failure to perform in accordance with its contractual duties.

This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R68. No.

Q69. Appendix A, B, Terms and Conditions, #10.b 110 Para. 10.b states, "All records and information which are regarded by Contractor as confidential must be identified as such in writing. Further, information identified by Contractor as confidential may be released where required by Federal or State law or court order. All reports, documentation, and material developed or acquired by Contractor as a direct requirement specified in the Contract shall become the property of the respective State agency."

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?

Vendor respectfully seeks confirmation that title to intellectual property that Vendor or third parties have developed prior to or independently of this project will be sufficiently protected.

This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R69. Detailed contract language will be discussed with the selected Vendor.

Q70. Appendix A, B, Terms and Conditions, #12 111 Para. 12 states, "The Contractor will be liable for all account overdrafts, unauthorized over issuances and processing errors." Is the State committed to keeping the accounts sufficiently funded to avoid overdrafts?

Vendor seeks to confirm the extent of banking risk in this project.
This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R70. Detailed contract language will be discussed with the selected Vendor.

Q71. Appendix A, B, Terms and Conditions, #24 115 Para. 24 states, "If Contractor is not a parent company, Contractor will provide a written parent company guarantee to guarantee Contractor's faithful performance of the specifications and conditions of the Contract within 45 days of execution, retroactive to date of Contract execution." Would the State



Questions and Responses

consider an annually renewable bond of decreasing value after the first year in place of a parent company guaranty?

Vendor suggests a surety in accordance with industry standards, and a reasonable step-down of amount after Vendor's successful performance during the initial period indicates a decreased risk of failure to perform.

This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R71. Detailed contract language will be discussed with the selected Vendor.

Q72. Appendix A, B, Terms and Conditions, #26 a 116 Para. 26.a states, "If, at any time during the term of the Contract, the DHR Commissioner determines the best interests of the State will be served by temporarily suspending work, he/she shall do so by providing Contractor with a written notice to that effect. Contractor shall, immediately upon receipt of the notice, cease all affected operations for the period specified in such notice, said notice not to be unreasonably invoked."

Will the State agree to compensate Vendor for fixed and variable costs during any suspension set and to set a maximum time limit to such a suspension?

Vendor respectfully submits reasonable compensation during periods of suspension and a reasonable time limit to such periods.

This question has no bearing on the Vendor's ability to respond to the RFP or perform the contract.

R72. Detailed contract language will be discussed with the selected Vendor.

Q73. Appendix I 226 FINANCIAL REPORT LAYOUTS There we no requirements listed in this section

Will the State please provide financial report layouts for required financial reports?

R73. Detailed contract language will be discussed with the selected Vendor.