



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
DNR211046

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 WILDLIFE RESOURCES SECTION
 324 4TH AVENUE

 SOUTH CHARLESTON, WV
 25303 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/07/2011				

BID OPENING DATE: 07/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
2) PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS.						
3) EXTEND THE BID OPENING DATE AND TIME TO: 07/21/11 AT 1:30 PM.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		961-20		
CONSULTING SERVICES						
***** THIS IS THE END OF RFQ DNR211046 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

2

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

WV DIVISION OF NATURAL RESOURCES
SIGN IN SHEET

Request for Quotation/Proposal No.

DMR211046 - Electronic Licensing, Game Checking, and
Hunter Education and License Revocation System

PLEASE PRINT

Page ____ of ____

Date: June 14, 2011

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>CSC</u>	<u>1000 Gallitz De Suite 242</u>	PHONE <u>304-333-7525</u>
Rep: <u>ANDREW RIESER</u>	<u>FREMONT, WV 26554</u>	<u>304-203-8069</u>
Email Address: <u>ARIESER@CSC.COM</u>		FAX <u>304-333-7561</u>
Company: <u>WV INTERACTIVE</u>	<u>10 HALE ST. THIRD FLOOR</u>	PHONE <u>304-414-0265</u>
Rep: <u>SARA McDOWELL</u>	<u>CHARLESTON, WV 25301</u>	<u>304-941-9836</u>
Email Address: <u>SARA@wvinteractive.com</u>		FAX <u>304-414-0266</u>
Company: <u>WV Interactive</u>	<u>10 Hale St Third Floor</u>	PHONE <u>304-414-0265</u>
Rep: <u>Will Smith</u>	<u>Charleston, WV 25301</u>	FAX _____
Email Address: <u>will@wvinteractive.com</u>		
Company: <u>WV DNR-Law</u>		PHONE <u>304 538-3784</u>
Rep: <u>Lt. Tim Coleman</u>		
Email Address: <u>tim.d.coleman@wv.gov</u>		FAX <u>304 538-1170</u>

**WV DIVISION OF NATURAL RESOURCES
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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DNR</u>	<u>324 4th Ave.</u>	PHONE <u>558-3397</u>
Rep: <u>Diana Joseph</u>	<u>S. Charleston, WV 25303</u>	FAX <u>558-2165</u>
Email Address: <u>diana.joseph@wv.gov</u>		
Company: <u>DNR</u>	<u>324 4th Ave</u>	PHONE <u>304-558-3397</u>
Rep: <u>Jessica Chambers</u>	<u>So CHAS WV 25303</u>	FAX <u>304-558-2166</u>
Email Address: <u>jessica.s.chambers@wv.gov</u>		
Company: <u>WVDNR</u>	<u>324 4th Avenue</u>	PHONE <u>558-3397</u>
Rep: <u>Angela White Negley</u>	<u>South Charleston, WV</u>	FAX <u>558-2165</u>
Email Address: <u>Angela.W.Negley@wv.gov</u>	<u>25303</u>	
Company: <u>WVDNR</u>	<u>11</u>	PHONE <u>558-2771</u>
Rep: <u>Chris Ryan</u>		FAX <u>558-3147</u>
Email Address: _____		

WV DIVISION OF NATURAL RESOURCES
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Request for Quotation/Proposal No.

DNR211046 - Electronic Licensing, Game Checking, and
Hunter Education and License Revocation System

PLEASE PRINT

Page ____ of ____

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>DNR</u>	_____	PHONE _____
Rep: <u>Michael Chapman</u>	_____	_____
Email Address: _____	_____	FAX _____
Company: <u>DNR</u>	_____	PHONE _____
Rep: <u>Dewter Jordan</u>	_____	_____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	_____
Email Address: _____	_____	FAX _____
Company: _____	_____	PHONE _____
Rep: _____	_____	_____
Email Address: _____	_____	FAX _____

WV DIVISION OF NATURAL RESOURCES
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DNR211046 - Electronic Licensing, Game Checking, and
Hunter Education and License Revocation System

PLEASE PRINT

Page ___ of ___
Date: June 14, 2011

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <i>Computer Aid, Inc. (CAI)</i>	<i>470 Friends by Road, Suite 300</i>	<i>PHONE 717-651-3211</i>
Rep: <i>Mark Mcbyk</i>	<i>Harrisburg, PA. 17111</i>	
Email Address: <i>Mark-Mcbyk@compaid.com</i>		<i>FAX 717-651-3200</i>
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	_____
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	_____
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	_____

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WV DIVISION OF NATURAL RESOURCES
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Request for Quotation/Proposal No.

DMR211046 - Electronic Licensing, Game Cheating, and
Hunter Education and License Revocation System

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Page 1 of 1

Date: June 14, 2011

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Computware Corporation</u>	<u>8351 North High Street</u>	PHONE <u>614-840-1552</u>
Rep: <u>Brian Razor</u>	<u>Suite 200</u>	FAX <u>614-781-1135</u>
Email Address: <u>Brian.Razor@computware.com</u>	<u>Columbus, OH 43235</u>	
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	
Company: _____	_____	PHONE _____
Rep: _____	_____	FAX _____
Email Address: _____	_____	

**West Virginia Division of Natural Resources
Wildlife Resources Section
DNR211046-Electronic Licensing, Game Checking,
Hunter Education and License Revocation System**

**ADDENDUM NUMBER ONE
RESPONSE TO TECHNICAL QUESTIONS**

Question 1:

In reference to Section 5.10 of the RFP there is a liquidated damage of \$1000/day to be assessed for failure to provide deliverables. During the pre-bid conference, the state indicated that these liquidated damages *were* not applicable. Can the state please clarify its position on this matter?

Answer 1:

DNR had indicated that no bond would be required. There was no mention of eliminating liquidated damages. Liquidated damages for the failure to provide the deliverables for the project will be sought.

Question 2:

Will the state please clarify its intentions for the hosting of the subsequent system(s) to be built? For example, the level of effort associated with this RFP could be considerably more complex regarding security and SLA's should the state desire a cloud based Implementation versus an on-site Implementation and hosting. Please help to better define what the state's Intentions are on this matter.

Answer 2:

The subsequent system would be housed on the State's Office of Technology server with staff of the DNR having access with defined levels of security or functionality.

Question 3:

Can the state further clarify any statutory or legislative security and technical standards that the solution provider must take into account in the creation of the solution?

Answer 3:

The selected vendor would be required to research all statutory or legislative security and technical standards that the solution provider must take into account and include it in the subsequent RFP.

Question 4:

Given the DNR law enforcement mission and privacy requirements, are there particular data standards that the provider must account for in the solution? To the extent that these apply, please expand on what the state's expectations are regarding each required standard. For example: CJIS, IRS 1075 FTI requirements, HIPAA, specific NIST standards, and CONUS requirements around the technology and support of that technology

Answer 4:

The selected vendor would be required to research all data standards that the provider must take into account in the solution. The DNR's expectations would be that, while allowing the DNR to collect necessary identifiable information unique to an individual all measures to protect the privacy and identity of individuals should be taken in accordance with Federal and/or State statutes and laws.

Question 5:

Given the nature of the work under this RFP, to what extent will the state negotiate on general terms and conditions? For example, the notion of unlimited liability in context of the work being conducted under the RFP seems a bit excessive. With specificity, will the state please better define for the bidders as to what terms and conditions are open for further discussion upon award?

Answer 5:

As indicated in the Request for Proposal, any modification of a mandatory requirement will result in disqualification of the bidder's proposal. Non-mandatory terms will be scored in accordance with the criteria established in the Request for Proposal. Any clarifications or exceptions to the terms and conditions should be clearly noted in the bidder's proposal. Clarifications and exceptions to terms and conditions will be reviewed by the Purchasing Division and other appropriate parties and dealt with as is appropriate under the circumstances.

Question 6:

In section 2.5.2, the state mandates the requirement of attorneys for contract development. In addition to attorneys, will the state entertain development of licenses and contracts by contract administrators of the vendor who retain state and local government expertise and also retain the

necessary skills for contract development?

Answer 6:

The only mandatory personnel are the contract attorneys. It would be expected, and will be scored upon in the evaluation as outlined in the RFP on the level of experience that each vendor's key personnel has to be assigned to the project.

Question 7:

Can the state further expand on the requirements of Section 2, 5, 3 and provide additional specificity or information regarding the baseline for security?

Answer 7:

The baseline for security requirements will be such to prevent individuals, to the extent possible, from obtaining a valid license by fraudulent means, obtaining the most accurate account of actual game checked, and not allowing those with revoked or suspended privileges to purchase a license.

Question 8:

Will the state be willing to entertain a more standardized and specific Attachment C-Cost Sheet. The request is for the benefit of the state to ensure that all proposals and costs are standardized so that the state is able to effectively understand what it is getting for the pricing being proposed.

Answer 8:

No

Question 9:

In Sections 5.5, 5.6 and 5.11, the state is clear on its rights to termination. However, there is no mention of the right of the service provider to cost recovery. For the purposes of clarity, will the state please expand on this point and clarify if the service provider will have rights to reasonable cost recovery as an effect of termination and what these rights are?

Answer 9:

Please refer to section 5.11 of the Request for Proposal. "The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination."

Questions 10 (a), (b) (c) and (d): 2.2 Background and Current Operating Environment, in reference to paragraph 3 and 4:

Question 10 (a):

Are there specific restrictions in place against the GoWild System that would preclude the System from issuing certain types of Licenses? (i.e. Lifetime Licenses, etc.).

Answer 10 (a).

Lifetime licenses are sold only through the South Charleston headquarters and utilizing a separate system. It would not be envisioned to allow for the sale of lifetime licenses outside of the South Charleston headquarters. There are other restrictions built into the GoWild system on the closure of certain class of privileges that have to be bought by a certain date each year. Those dates vary from year to year.

Question 10 (b):

Does GoWild and the Point-Of-Sale Systems issue the same types of licenses?

Answer 10 (b):

The only difference would be in the appearance of how the licenses are printed.

Question 10 (c):

If restrictions currently exist for the GoWild System, are there any plans to lift or relax any imposed restrictions to expand GoWild's Licensing Capabilities?

Answer 10 (c):

See answer to 10 (a) above

Question 10 (d):

Are the GoWild and Point-Of-Sale System Databases separate, linked or combined?

Answer 10 (d):

They are currently separate.

Questions 11 (a), (b), (c), (d) and (e): 2.2 Background and Current Operating Environment, in reference to paragraph 5:

Question 11 (a):

What type of scanning technology does WVDNR currently utilize to scan the paper-based license sales transactions?

Answer 11 (a):

OpScan 10 scanner purchased from Scantron, Inc.

Question 11 (b):

What information is available on the paper based license sales transactions that are being scanned into the database?

Answer 11 (b):

Licensee social security number and gender, date of sale, privileges bought, license control number, and amount due.

Question 11 (c):

What information available on the paper based license sales transactions is not being scanned into the database?

Answer 11 (c):

Licensee name, address, date of birth, driver's license number, hair color, eye color, hunter education number, agent number selling license, dates for non-resident 1-day fishing or small game hunting privileges.

Question 11 (d):

Is the paper-based sales transaction database centrally located with the GoWild and Point-Of-Sale Databases?

Answer 11 (d):

All separate databases but centrally located.

Question 11 (e):

In regards to the selected license agents that operate paper-based systems, what is the approximate number of selected license agent sites and what percentage of those sites would have limited access to any proposed electronic system?

Answer 11 (e):

Currently there are approximately 230 paper based agents, many in rural areas that may not have access to a high speed internet service. We approximate 25-30% that may not have access to any proposed electronic system.

Question 12 (a), (b) and (c): 2.2 Background and Current Operating Environment, in reference to paragraph 6:

Question 12 (a):

Has a defined listing of data elements the Agency wants to capture been identified and created?

Answer 12 (a):

No

Question 12(b):

If not, is there a model in place that can be leveraged to begin obtaining specific data requirements?

Answer 12 (b):

Yes

Question 12 (c):

What percentage of the official game checking stations where the paper-based game checking system is utilized would have access to any proposed electronic data entry and collection system?

Answer 12 (c):

Ideally we would like for all of them to be electronic check, if not fully by computer then by phone entry.

Question 13 (a) and (b): 2.2 Background and Current Operating Environment, in reference to paragraph 8:

Question 13 (a):

Is the driving requirement for the solution to enable pertinent data to be merged so that it can be leveraged by only WVDNR or are other agencies involved?

Answer 13 (a):

Only the WVDNR.

Question 13(b):

If other agencies are involved, which agencies will we need to include in the RFP requirements elicitation?

Answer 13 (b):

N/A

Question 14:

3 Qualifications and Experience, in reference to paragraph 2, why is it important for the project manager to have experience “developing appropriate training modules?”

Answer 14:

We want the selected vendor to have experience developing computer modules so that the completion of the project is timely.

Question 15:

2.3 Qualifications and Experience, in reference to paragraph 3, is it acceptable to deviate from the team makeup and provide an alternative solution?

Answer 15:

Yes, an alternative solution is acceptable providing that a contract lawyer is mandatory.

Question 16 (a, (b) and (c)): 2.5.1 Mandatory Requirement 1: On-Site Consolidation:**Question 16 (a):**

Are the mandatory meetings already scheduled? If so, can you please provide the schedule and location?

Answer 16 (a):

Mandatory meetings have not been scheduled.

Question 16 (b):

What is the scope of the meetings? Is there a planned agenda developed for each of the meetings?

Answer 16 (b):

So that the vendor meets with key staff members one on one to obtain an understanding of each section. An agenda has not been developed.

Question 16 (c):

Who are the key participants required at each of the meetings?

Answer 16 (c):

RFP Developer and/or Project Manager.

Question 17:

2.5.2 Mandatory Requirement 2: Preparation of SLA's, does the statement "The contract for the electronic license and game checking system must comply with State contracts as well as provide for all facets of the electronic game checking system" refer to the RFQ or ultimately to the RFP?

Answer 17:

Ultimately, the subsequent RFP that the selected vendor will prepare.

Questions 18 (a) and (b): 2.5.3 Mandatory Requirement 3: Security Requirements Definition:

Question 18 (a):

- a. Does the WVDNR already have security requirements for the existing POS system? If so, can those be leveraged or is it believed that additional security requirements will be required?

Answer 18 (a):

Yes, but additional security requirements will be needed.

Question 18 (b)

Does the "security requirements" mean technical requirements for hardware or ID authentication as part of using the POS system or both?

Answer 18 (b):

Both

Questions 19 (a), (b), (c) and (d): 2.5.4 Mandatory Requirement 4: RFP Evaluation Assistance:

Question 19 (a):

How many proposals are anticipated as a result of the prepared RFP request?

Answer 19 (a):

Only the vendors that participated in the mandatory pre-bid will be considered.

Question 19 (b)

What is the anticipated gap between completion of the RFP writing, Q&A, and review of submitted responses from perspective bidders?

Answer 19 (b):

Selected Vendors timeline would stop with the completion of an approved RFP by the WV Purchasing Division. The selected Vendor will however be required to assist in the evaluation of subsequent vendors proposals.

Question 19 (c):

What is the expected turnaround of proposal evaluation?

Answer 19 (c):

3 months

Question 19 (d):

Are alternate resources acceptable for the elicitation of RFP requirements/writing of the RFP and the evaluation of proposal responses?

Answer 19 (d):

Pursuant to 2.5.4 of the Request for Proposal, the Agency expects the successful vendor to assist with Request for Proposal evaluation process as a non-voting member of the Agency evaluation committee.