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

# Request for Quotation

RFO NUMBER
HSE01154

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF TARA LYLE
304-558-2544

8H-P TO

HOMELAND SECURITY & EMERGENCY MANAGEMENT, DIVISION OF BUILDING 1, ROOM EB80 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV

25305-0360

304-558-5380

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# 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).

### HSE01154 Addendum No. 3

- Q1: Does the State anticipate enrolling all 5,000 cards/citizens within the one year period of performance?
- A1: It is the intention of the state to issue as many cards as possible during the first year; however the state cannot guarantee a particular number. The number of cards shown is an initial procurement. Vendors should include a cost breakdown for additional cards and equipment. It is intended that this contract be on open ended contract that can expand as necessary to other state agencies and other local government agencies.
- Q2: Attachment C, (Cost Sheet) seems designed primarily for hardware procurement. Will the State explain how a contractor should address the non-hardware portion of the procurement?
- A2: Software should be included and part of the PIV-I and attribute solution. Revised Attachment C attached.
- Q3: 2.5.5.2 Requires Contractor support for various professional services, tasks, and calls out a "Rate and Charges" section as the location for identifying those costs. Attachment C does not seem to have a place for "Rates and Charges"?
- A3: To remove Section 2.5.5.2. in its entirety and replace with the following revised Section 2.5.5.2:

Section 2.5.5.2. Documentation and Multi platform Topology. Vendor will provide templates for the Agency to define lifecycle management processes, specifically for registration, enrollment, issuance, and revocation of User Cards. Vendor will provide templates for policy documentation (e.g., "Registration Practice Statement," "Key Recovery Practice Statement" and "Subscriber Agreement") and work with Agency to conform existing policy documentation to Vendor requirements up to the number of professional services hours listed in the Rates and Charges on the Cost Sheet – Attachment C, if necessary. Agency is responsible for the content of those policies and Agency will provide a copy of the policy documentation to support Vendor's CA WebTrust audits. In addition, Vendor will work with Agency on card topology (to determine the items to be included on the card and their layout on the card, such as

bar codes, seals/flags, and magnetic stripe programming), and IPL allocation (to determine and add appropriate IPL attributes to the system configuration). Topology shall conform to PIV-I requirements.

A revised Attachment C - Cost Sheet is attached.

Q4: At the Bidders conference it was discussed that the State DMV's will be the location of the enrollment.

Q4A: Will all DMV's be activated?

A4A: The final location for issuance is still being evaluated, but the DMV locations are the most desirable location.

Q4B: If not how many DMV's will be equipped?

A4B: We hope to have an issuance station in all 55 counties by the full deployment of the project.

Q4C: Will the State provided resources at DMV's such as:

- 1. Required space?
- 2. Electrical hook-up?
- 3. Network connections?

A4C: All three of the above will be provided at the locations selected.

- Q5: Section 1.2.1 talks about permits and licensing. What WV State permits or licenses do you foresee being required for the vendor to obtain, if any?
- A5: It will be the responsibility of the vendor to acquire all licenses necessary for the installation of the equipment, local licenses with municipalities and other that may be related to construction if necessary.
- Q6: Section 2.4.1.2 Does WV have an existing Certificate Authority?
- A6: No, that is part of the RFP solution.
- Q7: If so, does the State plan to provide it to the Contractor?
- A7: Not applicable.

- Q8: Section 2.5.52 Please define the term IPL and its intent on the proposal.
- A8: IPL is the identity and attribute list.
- Q9: Does the State envision the Contractor providing help desk support?
- A9: Yes
- Q10: Section 2.3 Qualifications and experience calls out a "proposed staffing plan". All other items in that section are historical and company specific. Is a proposed staffing plan required? and, if so, in what section should it be included?
- A10: Revised Attachment A attached.
- Q11: Sections 2.5.5.4 and 5.5 As specified earlier in the RFP, the contract is for a period of one year, with the maximum of two one year extensions. Maintenance is being requested for a period of "three years after the date it is first activated". This appears to be in conflict. Please clarify this requirement.
- All: The maintenance will begin upon the operation of the system and continue for the life of the contract. Dates will be established by change order.
- Q12: Does the provided have to be PIV-I Certified? Note: Using PIV certified products does not mean that the provider is PIV-I certified.
- A12: That is understood, but the identity portion must be GSA approved PIV-I.
- Q13: Does WV intend to grow the program beyond the 5000 users? If so please explain:
- A13: Yes, it is the desire of the state to transform this program into available as a citizen benefit model that can be utilized by all elements of government and other private sector and first response agencies.

- O14: How did WV determine the number of workstations and handheld units?
- A14: Based on county locations and potential law enforcement issuance locations. This is not a concrete number. As the plan is rolled out, more or less locations could be identified. The Vendor proposal must be flexible enough to adapt to those changes.
- Q15: Where does WV plan to host the workstations and handheld units?
- A15: Ideally, the issuance stations will be a DMV or other similar issuance locations. Handheld units will be used by public safety officials around the state.
- Q16: Notice that the printers, etc do not have computers attached: Is there a reason? Explain the reason.
- A16: The intent is to leverage existing resources as much as possible. Vendors may propose including computers in their solution if proposed as a complete package.
- Q17: Is there funding provided for this RFP? If so please explain.
- A17: Funding will come from a variety of sources including state and federal funds.
- Q18: If Federal what program?
- A18: Not applicable.
- Q19: Attachment A should the first paragraph be Section 2.3?
- A19: Section 2.3 should be included as part of attachment A. See Revised Attachment A.
- Q20: Questions are due 8/1 when can vendors expect the answers received by?
- A20: Answers will be provided by addendum.
- Q21: Will an extension be granted?
- A21: The bid opening has been moved from 08/30/2011 to 09/07/2011.

- Q22: What about a roll out plan or schedule for obtaining the handhelds? Do they want them all at once or over a scheduled time frame?
- A22: The state will develop a roll out plan after negotiating with the successful vendor. All units will not be issued at one time
- Q23: Our training is train the trainer based. Can training be consolidated to include multiple site leader (that could then train individuals at the sites?)
- A23: It is up to the vendor to propose training based on its models. This is something can be worked out.
- Q24: Or does WV have a roll out plan for the service that would allow VZB to better gage the delivery and training requirements of the state?
- A24: Not applicable.

## **Attachment A: Vendor Response Sheet**

Qualifications and Experience: Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

### **Vendor Response:**

### Project Goals and Objectives contained in Section 2.4

### Section 2.4.1: Identity Management

A) Vendor Response:	-
B) Vendor Response:	
C) Vendor Response:	·
D) Vendor Response:	
E) Vendor Response:	
F) Vendor Response:	

### Section 2.4.2: Attribute Management

2.4.2.1 Vendor Response:

2.4.2.1.1. Vendor Response:

# Identity Management System HSE01154

Attachment C - Cost Sheet-Revised

Item No.Item DescriptionEstimatedInitial Implementation Fee (this fee shall include all of the software, hardware, warranty, and any other items that are necessary and will be used for this project). Vendors should11supply an itemized list of these items included in this fee.12Identity Cards5,0003Year 1 Maintenance Cost14Year 2 Maintenance Cost15Year 3 Maintenance Cost1					
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REQUISITION NO.:
ADDENDUM ACKNOWLEDGEMENT
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.
ADDENDUM NO.'S:
NO. 1
NO. 2
NO. 3
NO. 4
NO. 5
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.
SIGNATURE
COMPANY

REV. 11/96

DATE