



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

**Solicitation**

NUMBER
DNR212181

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY  
TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PROCUREMENT OFFICE  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED
03/15/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		YR		920-49		
SYSTEMS/EXECUTIVE SOFTWARE FOR LARGE SYSTEMS						
ADDENDUM NO. 07						
THIS ADDENDUM IS ISSUED TO ADDRESS THE FOLLOWING:						
WILL REVISE THE SPECIFICATIONS PER THE ATTACHED						
ANSWER TECHINCAL QUESTIONS SUBMITTED PRIOR TO THE						
JANUARY 4, 2013 DEADLINE						
PROVIDE REVISED COST SHEET						
*AN ELECTRONIC VERSION WILL BE AVAILABLE TO REGISTERED						
VENDORS BY VISITING THE WEST VIRGINIA PURCHASING						
BULLETIN AT WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM						
COPIES MAY ALSO BE OBTAINED BY EMAILING KRISTA FERRELL						
AT KRISTA.S.FERRELL@WV.GOV						
TO EXTEND BID OPENING DATE TO APRIL 18, 2013 AT 1:30 PM						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNR212181

Addendum Number: 7

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To revise the specifications  
Answer technical questions  
Provide revised cost sheet  
Extend bid opening date to April 18, 2013 at 1:30 PM

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**REQUEST FOR PROPOSAL**  
West Virginia Division of Natural Resources  
DNR212181- Electronic Licensing and Game Checking System (ELS)

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**Deletion from RFP Table of Contents**

Delete Appendix E: Draft Service Level Agreement

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**Addition to Section Three: General Terms and Conditions, Item 12, Liquidated Damages**

DNR seeks a vendor who will provide a high level of service to users with reliable access to critical systems and services. Liquidated Damages will be assessed on a monthly basis throughout the term of the contract in cases where the vendor fails to meet the following conditions of the contract.

Measurable Event	Service Level Mandatory	Calculation	Liquidated Damages
System Availability	The system should be available 99.9% of Available Production Minutes	Actual minutes system is available/Available Production Minutes	Calculated based on the downtime damages described below
Transaction Response Time	99% of transactions occur within 10 seconds	Number of transactions occurring within 10 seconds/Total number of transactions	\$5,000 per Reporting Period
Compromised Security	The system will not allow the system security to be compromised	Met if the system security is not compromised	\$25,000 per Reporting Period
IVR Availability	IVR must be available 99.9% of Available IVR Minutes	Actual minutes IVR is available/Available IVR minutes	\$10,000 per Reporting Period
Batch sweep, per final specifications	100% of agent remittances are calculated correctly prior to initiating the EFT	Number of agents with correct remittances/Total number of agents selling during the period	\$500 for every 10 agents negatively affected per Reporting Period
EFT "feeder" transactions submitted to ACH from each sweep	100% of EFT "feeder" transactions result in the correct transfer of funds	Number of correct EFT "feeder" transactions/Number of EFT "feeder" transactions	\$500 per Reporting Period

"Downtime" represents ELS system unavailability via the designated telecommunications medium, from the point where the Vendor's computing environment touches the Internet or other telecommunications infrastructure. Unless the Vendor provides proprietary network connectivity, the issuing agents are responsible for their own telecommunications link to the Vendor.

For purposes of determining damages, the metrics apply to either a complete or a partial outage, as summarized below.

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**Complete System Outage**

The central computing environment is unavailable, and no agents are able to sell licenses.

**Partial System Outage**

The central computing environment is available, but some issuing agents are unable to sell licenses.

The following definitions are used for determining whether the outage occurred during peak or non-peak times.

**Peak Time**

Peak business dates will be communicated annually in writing by DNR and are directly related to three specific events, as follows:

- The week immediately preceding the opening of deer archery season and the opening day of the season. Deer archery season typically opens on the Saturday closest to October 1. As an example, in 2012, deer archery season opens on September 29 so peak would be Saturday, September 22 through Saturday, September 29.
- The week immediately preceding the opening of buck hunting season and the opening day of the season. As an example, in 2012, buck gun season opens on Monday November 19 so peak would be Monday, November 12 through Monday, November 19.
- For Game checking only, the first seven days following the opening of buck gun season. As an example, in 2012, buck gun season opens on Monday, November 19 so peak for game checking would be Monday, November 19 through Sunday, November 25.

**Non-Peak Time**

Any time not included in Peak Time.

**Downtime Damages:**

The damage amounts in the accompanying tables represent a good faith effort to quantify harm to DNR for significant system outages. All figures were derived using monthly revenue figures for Calendar Year 2010. The daily revenue is a direct loss to DNR. In addition, the weighted multiplier is used to calculate unquantifiable damages that will result from loss of revenue; it is higher in months with peak sales volumes.

These damages will begin to be assessed after 4 hours during non-peak time and 1 hour during peak time following the initial report of an unscheduled system outage and will continue to be assessed for every subsequent 24-hour period until service is restored. The table below shows the daily rate to be applied for each 24-hour period in a month where the service is unavailable.

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Month	Weight	Days/ Month	Downtime Damages				
			2010 Revenue in Dollars			Daily Damages	
			Monthly	Daily	Average per Agent per day	Complete System Outage (All Agents)	Partial Outage (Per Agent)
Jan	1.5	31	\$923,698	\$29,797	\$106	\$44,695	\$159
Feb	1.5	28	\$473,406	\$16,907	\$60	\$25,361	\$90
Mar	2.0	31	\$1,453,511	\$46,887	\$167	\$93,774	\$334
Apr	2.0	30	\$2,224,818	\$74,161	\$265	\$148,322	\$530
May	2.0	31	\$1,091,257	\$35,202	\$126	\$70,404	\$252
Jun	1.5	30	\$650,138	\$21,671	\$77	\$32,507	\$116
Jul	1.5	31	\$543,749	\$17,540	\$63	\$26,310	\$94
Aug	1.5	31	\$353,170	\$11,393	\$41	\$17,089	\$61
Sep	2.0	30	\$1,000,035	\$33,334	\$119	\$66,668	\$238
Oct	2.0	31	\$2,171,173	\$70,038	\$250	\$140,076	\$500
Nov	2.0	30	\$4,636,298	\$154,543	\$552	\$309,086	\$1,104
Dec	1.5	31	\$311,288	\$10,042	\$36	\$15,063	\$54

\* Assume 280 Agents

Below are some scenarios to demonstrate the calculations for agent downtime:

**Example 1:**

On November 12, the ELS vendor encounters a problem at 2:00 p.m. that results in a computer system outage and no agent can sell licenses. The problem is resolved at 2:15 p.m. November 12 is peak time which means damages will be assessed if the system is not available within one hour of the onset of system unavailability. Since the system was only unavailable 15 minutes, no damages will be assessed.

**Example 2:**

On November 12, the ELS vendor encounters a problem at 2:00 p.m. that results in a complete system outage and no agent can sell licenses. The problem is resolved at 3:30 p.m. November 12 is peak time which means damages will be assessed if the system is not available within one hour of the onset of system unavailability. Since the system was not available for 1 ½ hours, the vendor will be assessed damages in the amount of \$309,086.

**Example 3:**

On November 12, the ELS vendor encounters a problem at 2:00 P.M. that results in a partial system outage and 33 agents cannot sell licenses. The problem is resolved at 3:30 p.m. November 12 is peak time which means damages will be assessed if the system is not available to those affected agents within one hour of the onset of system unavailability. Since the system was not available for 1 ½ hours, the vendor will be assessed damages in the amount of \$36,432 (33 agents x \$1,104).



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Example 4:

On June 2, the ELS vendor encounters a problem at 2:00 p.m. that results in a complete system outage and no agent can sell licenses. The problem is resolved at 8:00 p.m. June 2 is non-peak time which means damages will be assessed if the system is not available within four hours of the onset of system unavailability. Since the system was not available for 6 hours, the vendor will be assessed damages in the amount of \$32,507.

In each example, if the problem is not resolved until the next day, the vendor would be assessed the daily rate again.

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**Addition to Section Four, Project Specifications, Item 4, Project and Goals**

**4.12 Service Levels:** DNR seeks a vendor who will provide a reliable, high quality, responsive system support services in the area of Help Desk, Asset/Inventory Management, Financial Services, Contract Reporting, and Data Conversion.

**4.12.1 Help Desk Support**

The vendor should be responsible for providing 9:00 a.m. to 9:00 p.m.; 7 days/week help desk support except during the month of November when 24 x 7 help desk support should be required. Services should include telephone support for problem reporting and resolution as well as the tools, procedures, and resources necessary to log, manage, and resolve problems with the ELS hardware, software, and telecommunications infrastructure. The vendor should use help desk software to track and manage help desk calls and to generate reports showing metrics for the service.

The vendor is not responsible for answering license or West Virginia regulation related questions; DNR staff is responsible for answering all licensing and West Virginia regulation related questions.

The following terms are used to define components of the State's expectations:

**Incident**

A single support issue, typically denoted by a request for service or identification of a problem.

**Queue Available**

The vendor call center queue is available for all help desk customers at all times. Vendor will not be responsible for a telecommunications outage or issue that prevents a call from reaching vendor's phone system.

**Abandoned Call**

A call that is disconnected by the caller prior to a call center representative answering.

**First Contact**

Initial contact with a call center representative for a service request or problem.

**Time to Resolve**

The elapsed time between the first contact between the end-user with the vendor and resolution of the problem and restoration of functionality.

**Level 1 Closed Call**

A call to the Help Desk is considered closed if the caller agrees that the issue is resolved or the ELS vendor escalates the call.

**Level 2 Closed Call**

These are calls that will require activity such as repairing or replacing a device, referring the call to the DNR, or providing supplies. Resolution is expected in days instead of minutes.

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The table below describes the State's measurable events and target service level goals for help desk services. These service levels are applicable to 1st level and 2nd level and higher support.

Measurable Event	Service Level Goal	Calculation
Queue Available	Queue will be available 100% of the time	Queue availability at all times
Call abandonment	95% of calls result in First Contact	Number of calls resulting in First Contact/Number of calls received
First Contact	90% of calls reaching queue will be answered < 2 minutes by a person	Number of calls answered within allotted time / Total number of calls
Time to Resolve (Level 1)	95% of incidents arising from answered calls are closed < 30 minutes from initial call to help desk	Number of closed calls within 30 minutes / Total number of calls
Time to Resolve (Level 2)	100% of incidents arising from answered calls are monitored to completion	Met if all calls are monitored

#### 4.12.2 Asset/Inventory Management

The vendor should be responsible for replacing defective equipment and for upgrading equipment that wears out over the life of the contract. Replacement of defective or malfunctioning equipment applies only to vendor provided license sale hardware. Replacement/upgrade should normally occur via overnight delivery. Vendor should be prepared to provide on-site assistance to ensure that equipment is functioning. In addition, the vendor should be responsible for shipping consumable inventory (license stock) to agents upon request or based upon the system detection that the agent supply needs replenished.

The following terms are used to define the State's expectations.

#### Peak Time

Peak business dates will be communicated annually in writing by DNR and are directly related to three specific events, as follows:

- The week immediately preceding the opening of deer archery season and the opening day of the season. Deer archery season typically opens on the Saturday closest to October 1. As an example, in 2012, deer archery season opens on September 29, so peak would be Saturday, September 22 through Saturday, September 29.
- The week immediately preceding the opening of buck hunting season and the opening day of the season. As an example, in 2012, buck gun season opens on Monday November 19, so peak would be Monday, November 12 through Monday, November 19.
- For game checking only, the first seven days following the opening of buck gun season. As an example, in 2012, buck gun season opens on Monday, November 19 so peak for game checking would be Monday, November 19 through Sunday, November 25.

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**Non-Peak Time**

Any time not included in Peak Time.

**Replacement of Defective or Malfunctioning Equipment**

A malfunctioning device is considered replaced when the equipment is operational and capable of selling licenses. This excludes problems with agent provided equipment.

The table below describes the State's measurable events and target service level goals for asset/inventory management support.

Measurable Event	Service Level Goal	Calculation
Replacement of defective or malfunctioning equipment	NON-PEAK: 95% of calls received prior to 2 p.m. EST will result in overnight shipment and replacement before 2 p.m. EST the next business day of the affected agent	Number of calls meeting shipping requirement/Total number requiring shipment
Replacement of defective or malfunctioning equipment	PEAK: 99% of calls received prior to 2 p.m. EST will result in overnight shipment and replacement before 2 p.m. EST the next business day of the affected agent	Number of calls meeting shipping requirement/Total number requiring shipment
Provision of consumable inventory	100% of consumable inventory is received by the Issuing Agent within three (3) business days of request	Number of requests meeting requirement/Total number of requests
POS Installation/Training (New Agents) *	Installation, testing and training for new agents will occur within 10 business days of successful upload of new agent record to the host 99% of the time (subject to a maximum of 100 per week during New Implementation Rollout)	Number of New Agent requests occurring within 10 business days/Total number of New Agents

\*When an agent is unwilling, unable, or uncooperative to proceed, these agents will not be considered in the calculation.

**4.12.3 Contract Reporting:**

The Vendor should provide DNR with the following detailed measurement and performance reports:

**EFT Status Report**

This report should provide detailed information on prior-day EFT activity by 8:00 a.m. on the following business day.

**Monthly Status Report**

This report should be designed to allow DNR to monitor and track performance. Either party as needed to ensure service level fulfillment may call Service Reviews within ten (10) days of month end. This report should include:

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- Transaction Processing Outage Log
- Internet Availability Report
- Report of Event of Compromised Security
- Help Desk First Contact Report

#### **Annual Service Level Report**

This report should be made available to all involved parties/support groups participating in an annual performance review. This report should contain the same reports provided as part of the Monthly Status Report, with the required data covering a reporting year.

#### **4.12.4 Conversion:**

The timing and accuracy of converting the current Lifetime license database to the ELS is a critical factor in the success of this new system. DNR is responsible for providing the data to the vendor in a format agreed to by DNR and the vendor. The vendor is responsible for converting the DNR-supplied data and loading that data into the ELS database within the timeframe identified in the approved Project Plan.

The Vendor should be responsible for the successful conversion of 100% of the records provided to the Vendor by DNR. A successful conversion means that the data has been successfully loaded into the ELS database and all ELS processes are able to access and process the converted data.

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**Deletions from Section Four, Project Specifications, Item 7, Additional Requirements**

Delete item 7.1 (regarding negotiation of an SLA) in its entirety.

Delete "(as defined in SLA)" from the chart in item 7.4 showing the payment plan.

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**Addition to Attachment A: Vendor Response Sheet**

*Vendors should include the items below in their proposals submitted in response to RFP #DNR212181. Specifically, the items below (with the vendor's actual responses) should be included in the vendor's Attachment A. The sections below follow the Attachment A sections in the original RFP in numerical order.*

**Section 4, Subsection 4.12: Service Levels**

**4.12.1 Help Desk Support**

The Vendor should provide high quality Help Desk Support to agents and DNR staff using the ELS. The vendor should show the service level goal and how it will be calculated for each of the measurable events in the chart below:

**Vendor Response:**

Measurable Event	Service Level Goal	Calculation
Queue Available		
Call abandonment		
First Contact		
Time to Resolve (Level 1)		
Time to Resolve (Level 2)		

**4.12.2 Asset/Inventory Management**

The Vendor should provide high quality Asset/Inventory Management support to agents and DNR staff using the ELS. The Vendor should show the service level goal and how it will be calculated for each of the measurable events in the chart below:

**Vendor Response:**

Measurable Event	Service Level Goal	Calculation
Replacement of defective or malfunctioning equipment		
Replacement of defective or malfunctioning equipment		
Provision of consumable inventory		
POS Installation/Training (New Agents) *		

\*When an agent is unwilling, unable, or uncooperative to proceed, these agents will not be considered in the calculation.

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#### **4.12.3 Contract Reporting:**

The Vendor should describe the measurement and performance reports that will be provided to DNR, as well as their frequency.

**Vendor Response:**

#### **4.12.4 Conversion:**

The Vendor should provide the successful conversion, on the lifetime license database only, of 100% of the records provided to the Vendor by DNR. A successful conversion means that the data has been successfully loaded into the ELS database and all ELS processes are able to access and process the converted data. The Vendor should explain the conversion success rate that DNR should expect from the Vendor.

**Vendor Response:**



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**Addition to Section Four, Project Specifications, Item 5, Mandatory Requirements**

**Section 4, Subsection 5.5: Systems Operations:**

5.5.1 System Availability. The successful vendor shall provide 24x7 availability of the ELS service with system availability of 99.9% of Available Production Minutes, with timely transaction response time with 99% of all transactions occurring within 10 seconds.

For the purposes of this mandatory requirement, the following terms apply:

**System Availability:** The ready state of the facility and environmental systems, servers, storage devices, interfaces, and internal network to accept user logons and provide complete online and batch access to run application programs and access databases.

**Available Production Minutes:** Number of minutes available in the reporting period less the number of minutes that are required for approved system maintenance windows, i.e., [(60 x 24 x days-in-a-month) – approved downtime].

**Transaction Response Time:** Elapsed seconds between receipt of a request at the central processor and the ELS systems' initiation of the appropriate response back to the issuing device. This measurement excludes the telecommunications transmission to and from the central server.

Measurable Event	Service Level Mandatory	Calculation
Systems Availability	The system must be available 99.9% of Available Production Minutes	Actual Minutes System is Available/Available Production Minutes
Transaction Response Time	99% of transactions occur within 10 seconds	Number of transactions meeting requirement/Total Number of Transactions

Liquidated Damages will be assessed for the vendor's inability to meet the above mandatory requirements.

5.5.2 Implementation of Changes. The vendor must not make software changes (releases of new/modified software code affecting DNR's production system, including software code changes, database structures, control data, configuration changes, or stored procedures furnishing interfaces to the DNR's real-time production database) without prior notice to DNR, and approval by DNR, which approval shall not be unreasonably withheld, conditioned, or delayed.

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All software changes will be made within an agreed to maintenance window except by prior approval. If a software change is an emergency change necessary to repair or correct a defect, financial loss, or lack of system integrity, emergency approval from DNR will be sought during DNR's business hours Monday through Friday. Vendor may make such emergency change without prior approval after DNR's business hours or on weekends or holidays. In such case, the vendor shall furnish an explanation of the circumstances necessitating the emergency change on the next business day. Successful rollout of a change within the maintenance window constitutes a successful change.

5.5.3 Compromised Security. The vendor's system must not allow the system security to be compromised. Compromised security is any event that results in unauthorized access to the ELS databases that contain the private information of Issuing Agents and Licensees.

Liquidated Damages will be assessed for the vendor's inability to meet the above mandatory requirement.

5.5.4 IVR Availability. The vendor is responsible for 24 x 7 availability of the ELS Game Checking service during an open season. Service includes game checking by Internet, at an agent location, or telephone via Interactive Voice Response (IVR). The IVR must be available 99.9% of the Available IVR Minutes. IVR Availability is defined as the ready state of the IVR to accept game checking calls.

Measurable Event	Service Level Goal	Calculation
IVR Availability	IVR must be available 99.9% of Available IVR minutes	Actual minutes IVR is available/Available IVR minutes

Liquidated Damages will be assessed for the vendor's inability to meet the above mandatory requirement.

5.5.5 Financial Services. The vendor will serve as fiduciary agent for the DNR in calculating, preparing, and transmitting EFT "feeder" transactions. As the fiduciary agent, the vendor must accurately transmit the following components:

- Calculated cash flow, i.e., the correctness of ELS-determined charges for agent remittances prior to initiating the EFT.
- Executed EFT "feeder" transactions submitted to ACH from each sweep resulting in the correct transfer of funds (The West Virginia Treasurer's E-Government Program executes the actual electronic funds transfer based on the "feeder" transactions from the ELS).
- Executed accounting transactions into the CGI Advantage system with the correct distribution of funds into revenue accounts.

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Measurable Event	Service Level Mandatory	Calculation
Batch sweep, per final specifications	100% of agent remittances are calculated correctly prior to initiating the EFT	Number of agents with correct remittances/Total number of agents selling or having other financial activities during the period
EFT "feeder" transactions submitted to ACH from each sweep	100% of EFT "feeder" transactions result in the correct transfer of funds	Number of correct EFT "feeder" transactions/Number of EFT "feeder" transactions
CG transactions submitted	100% of CGI transactions occur with the correct distribution of funds into revenue accounts	Number of correct CGI transactions/Number of CGI transactions

Liquidated Damages will be assessed for the vendor's inability to accurately calculate the agent remittances prior to initiating the EFT and transmit the correct EFT "feeder" transactions resulting in the correct transfer of funds.

#### 5.5.6 Implementation

The timing of system acceptance and implementation is a critical factor in the success for DNR. The Vendor must commit to a production implementation date of January 1, 2015. Implementation is defined as a fully functional system, operating as defined per specifications, with electronic accessibility by all impacted users. In addition, all impacted agents will have received device(s), supplies, and training; and all impacted DNR staff have received relevant device(s) and training.

Liquidated Damages will be assessed for the vendor's inability to meet the January 1, 2015 implementation date.

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#### **Addition to Attachment B: Mandatory Specification Checklist**

*Vendors should include the items below in their proposals submitted in response to RFP #DNR212181.*

*Specifically, the items below (with the vendor's actual responses) should be included in the vendor's Attachment B. The sections below follow the Attachment B sections in the original RFP in numerical order.*

#### **Section 4, Subsection 5.5: Systems Operations:**

5.5.1 System Availability. The successful vendor shall provide 24x7 availability of the ELS service with system availability of 99.9% of Available Production Minutes, with timely transaction response time with 99% of all transactions occurring within 10 seconds.

#### **Vendor Response:**

5.5.2 Implementation of Changes. The vendor must not make software changes (releases of new/modified software code affecting DNR's production system, including software code changes, database structures, control data, configuration changes, or stored procedures furnishing interfaces to the DNR's real-time production database) without prior notice to DNR, and approval by DNR, which approval shall not be unreasonably withheld, conditioned, or delayed.

All software changes will be made within an agreed to maintenance window except by prior approval. If a software change is an emergency change necessary to repair or correct a defect, financial loss, or lack of system integrity, emergency approval from DNR will be sought during DNR's business hours Monday through Friday. Vendor may make such emergency change without prior approval after DNR's business hours or on weekends or holidays. In such case, the vendor shall furnish an explanation of the circumstances necessitating the emergency change on the next business day. Successful rollout of a change within the maintenance window constitutes a successful change.

#### **Vendor Response:**

5.5.3 Compromised Security. The vendor's system must not allow the system security to be compromised. Compromised security is any event that results in unauthorized access to the ELS databases that contain the private information of Issuing Agents and Licensees.

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**Vendor Response:**

5.5.4 IVR Availability. The vendor is responsible for 24 x 7 availability of the ELS Game Checking service during an open season. Service includes game checking by Internet, at an agent location, or telephone via Interactive Voice Response (IVR). The IVR must be available 99.9% of the Available IVR Minutes. IVR Availability is defined as the ready state of the IVR to accept game checking calls.

**Vendor Response:**

5.5.5 Financial Services. The vendor will serve as fiduciary agent for the DNR in calculating, preparing, and transmitting EFT "feeder" transactions. As the fiduciary agent, the vendor must accurately transmit the Batch Sweep, per final specifications; the EFT "feeder" transactions submitted to ACH from each sweep; and the CG transactions submitted.

**Vendor Response:**

5.5.6 Implementation

The Vendor must commit to a production implementation date of January 1, 2015.

**Vendor Response:**

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**Appendix A: Specifications (Service Level Agreement)**

The Service Level Agreement section of Appendix A is deleted in its entirety.

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**Appendix A: Specifications (Key Assumptions)**

The Service Level Agreement paragraph (third bullet) of the Key Assumptions is deleted.

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DNR212181- Electronic Licensing and Game Checking System (ELS)

**Appendix A: Specifications (Service Level Agreement Reports)**

Paragraph 10.02 is revised to read:

**10.02 Service Level & Mandatory Reports**

The ELS should generate all service level metrics without requiring manual manipulation. The vendor may summarize these into PowerPoint or other format, but core metrics should be traceable to a system-executed procedure.

DNR also requests access to the vendor's Help Desk software to track trends, identify issue patterns and frequencies; this can be via direct access or extracted data or reports.



**REQUEST FOR PROPOSAL**  
West Virginia Division of Natural Resources  
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**Appendix A: Specifications (Performance Management)**

The Performance Management paragraph is revised to read:

**Performance Management**

The ELS should be designed, developed, and maintained to electronically monitor network and system services, availability, and transaction volumes in real time and to immediately alert the Vendor's operations staff of any network and/or system problems. The Vendor should proactively perform full system operation monitoring.

The Vendor should define and implement performance management procedures agreed to by Vendor and DNR.

Additionally, the Vendor should develop or acquire performance benchmarking methodologies and tools for predicting and demonstrating that the ELS meets the performance requirements sufficiently to support service level mandatory items on throughput and system availability.

System performance, utilization, and availability should be measured by the Vendor on an ongoing basis. DNR should be provided access to the ELS performance measurement and estimating tools. The Vendor should design the performance tests appropriate to benchmark end-to-end processing.

On a monthly basis, the Vendor should provide DNR all raw data used to calculate service levels to ensure the Vendor has met appropriate goals and mandatory items, including but not limited to trouble tickets and automated call distribution logs.

All ELS performance information should be retained by the Vendor for at least the time period necessary to support enforcement of contractual service levels and mandatory items.

## **REQUEST FOR PROPOSAL**

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West Virginia Division of Natural Resources  
DNR212181- Electronic Licensing and Game Checking System (ELS)

### **Appendix A: Specifications (Help Desk Support)**

The 4th paragraph of the Help Desk Support paragraph is revised to read:

The Vendor should develop, provide and maintain documented help desk procedures. The Vendor should develop and provide DNR with standard help desk reports, including monthly operational statistics reports and weekly incident reports to ensure the Vendor has met appropriate Help Desk service level goals.

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West Virginia Division of Natural Resources  
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**Appendix A: Specifications (Contract Reporting)**

The first paragraph of this section is amended to read:

During the post-implementation period, the Vendor should provide monthly and/or weekly service level metrics in electronic format as defined in the purchase order. As noted elsewhere, service level metrics, by definition, should be calculated from software without manual intervention.

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**Appendices A & B**

Several individual specifications have been revised to reflect the deletion of the Service Level Agreement. They now read:

<b>10:02</b>	<b>Service Level Reports</b>
F 882.	The ELS should produce service level reports that monitor the specified metrics
F 883.	The ELS should produce service level reports automatically without manual manipulation
F 884.	The ELS should produce service level core metric reports that are traceable to system executed procedures
	<b>Performance Management</b>
I 97.	On a monthly basis, the ELS vendor should provide to DNR the raw data used to validate the service levels
	<b>Help Desk Support</b>
I 107.	The ELS vendor should provide DNR with help desk reports necessary to validate that the ELS vendor has met service level goals
	<b>Asset/Inventory Management</b>
I 113.	The ELS vendor should be responsible for replacing broken or defective vendor supplied end user equipment in compliance with the service level goals
I 119.	The ELS vendor should be responsible for responding to agent requests for supplies in compliance with the service level goals
	<b>Contract Reporting</b>
I 155.	The ELS vendor should provide service level metrics to DNR on a predetermined schedule
I 156.	The ELS vendor should provide the service level metrics electronic format
I 157.	The ELS vendor should calculate the service level metrics from software without manual intervention

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**Appendix E: Draft Service Level Agreement**

Appendix E is deleted from the RFP in its entirety.

**REQUEST FOR PROPOSAL**  
West Virginia Division of Natural Resources  
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**Vendor Questions and Answers**

The following pages contain vendor questions submitted after the pre-bid conference through the technical question deadline of January 4, 2013, with DNR's responses.

Pg.	RFP Section	RFP Question/Comment	ANSWERS
		If answers to questions submitted for the pre-bid are not able to be answered by DNR prior to the November 15 deadline for questions, or with adequate time for bidders to digest answers and offer follow-up questions prior to the deadline, please consider allowing a short period after answers are posted in which bidders can pose questions directly related to answers in order to gain clarity.	The technical question submission deadline was extended to January 4, 2013, via Addenda 3 & 4.
2		If bidder offers exceptions or has indicated "not supported" in Appendix B, the submission may not mean that all requirements and terms are able to be met. Please explain how these can be acknowledged with bidder's signature on proposal.	Failure to meet any mandatory requirement as defined in the RFP will result in the disqualification of the vendor's bid. Non-mandatory requirements will be scored.
10	3 #11	If bidder offers exceptions, please explain how bidder should respond to the statement in 3 #1 "signature ... signifies ... agreement to be bound by and accept the terms and conditions".	Failure to meet any mandatory requirement as defined in the RFP will result in the disqualification of the vendor's bid. Non-mandatory requirements will be scored.
19	3	a) Please clarify if the signature page for Section 3 is required to be submitted with proposals; it is not mentioned in Section 5 Proposal Format.	Yes. It should be submitted with the vendor's bid.
		b) If required in submission: Please explain if "understand the requirements, terms and conditions" is considered a commitment to meet all; for example, if bidder offers exceptions or has indicated "not supported" in Appendix B, please explain if these are acknowledged by the State although the Certification page is signed.	Vendor may propose a solution which offers alternatives to non-mandatory specification. Failure to meet any mandatory requirement as defined in the RFP will result in the disqualification of the vendor's bid. Non-mandatory requirements will be scored.

Pg.	APPENDIX A Section	APPENDIX A Question/comment	ANSWERS
7		<i>It is anticipated that additional specifications will be identified during the system design phase and the chosen bidder (vendor) should be prepared to incorporate those additional specifications as necessary.</i>	It is not the intent to broaden the scope of the ELS or add specifications; it is intended to state that the specifications will be further defined during the design phase of the project.
		Please clarify how bidders are to anticipate payment for these additional, unknown specifications since additional specifications may incur an unplanned cost to develop, configure, add, and/or implement. Hopefully a flexible solution can absorb many of these as within the scope already outlined in the RFP, but this statement appears to open the scope beyond the defined RFP specifications. Including a guesstimate in the One-time Start-up Costs presents risk to both vendor (underpayment) and DNR (overpayment), but the Development Contingency Pool appears to be intended only for post-implementation.	

40	5.10 Surveys	<i>Survey questions are normally related to the purchase</i>	Yes, license type is the initial basis for the system to use in determining if to prompt for a survey. There are no different criteria that would trigger the survey.
		Please explain if "related to the purchase" means that the license type is the initial basis for the system to use in determining if to prompt for a survey.	
		Please explain "normally"; what different criteria or situation triggers the survey prompt?	
63	8.07 Game Ck	a) Please clarify your expectation regarding hunters who experience difficulty completing their report through IVR. Some projects require live operator assistance to help the hunter finish via phone, while others take the more cost effective approach of referring the hunter to the Internet or check station to report harvest (incomplete IVR reports are rejected).	As stated in addendum #3, vendors may propose IVR or touch tone, whichever they think is the most efficient and economical. The DNR does not wish for hunters to talk to a live operator for game checking because of costs associated with this method. The DNR anticipates that the telephone check (i.e., touch tone or IVR) be available for the amount of time requested in the RFP to work effectively. However, we realize that the vendor would not be responsible for dropped calls or bad cell coverage. In that case, the hunter should be referred to the internet check or an agent.
		b) Are live operators able to be proposed in case of a problem that would otherwise cause failure to meet the IVR uptime availability?	No, the DNR does not want live operators to check game because of the costs associated with that method.
73 80	10.02 SLA	Please provide clarification on Appendix E. It is titled "proposed" and "draft" and you state "the final reporting specifications will derive from the negotiated metrics" but also "this SLA describes specific services, performance targets, and committed service levels that are to be used".	The draft SLA (both in Appendix A and Appendix E) has been deleted. Provisions from the draft SLAs have been incorporated into appropriate sections of the RFP.
77	10.05 F-899	Regarding "unusual activity", please provide information on what the criteria might consist of.	See Appendix A 10.05 page 74.
83	Help Desk	Level 2 Closed Call "The following service levels are applicable to 1st level (participant only) and 2nd level and higher support." Please define "participant" and clarify its use in the SLA.	The draft SLA (both in Appendix A and Appendix E) has been deleted. Provisions from the draft SLAs have been incorporated into appropriate sections of the RFP. The words "participant only" have been removed from this sentence.
84	Help Desk	are monitored to completion Please define "monitored" and explain more clearly the action required of vendor to meet the SLA.	The intent is that the incidents, the actions taken, and their status are tracked through to resolution. The draft SLA has been removed from the RFP. The Help Desk service level goals have been incorporated into Section 4 and should be responded to by each vendor in Attachment A.
85, 100	Asset Mgmt	Vendor <u>shall be</u> prepared to provide on-site assistance to ensure that equipment is functioning within the required service level.	Vendors should respond to T-35 as written. (The draft SLA has been removed from the RFP)
		However, T-35 states that vendor "should" manage equipment repair and replacement.	
		Please clarify what is mandatory. Is how vendor chooses to meet service level mandated to include on-site assistance or is the requirement that vendor achieve "equipment is functioning within the required service level". Pricing for on-site repair/replacement may unnecessarily increase DNR costs.	



86	Asset Mgmt	<p><i>...calls received prior to 2 PM Eastern Time will result in overnight shipment and replacement before 2 PM Eastern Time the next business day of the affected agent.</i></p> <p>Please consider wording change to clarify the requirement as follows:</p> <p>Replacement determinations made prior to 2 PM Eastern Time will result in same day shipment for scheduled delivery next business day (excluding weekends and holidays).</p> <p>This is consistent with T-52 and resolves the following issues: measurement is post-troubleshooting instead of based on a call for replacement (which could be resolved during the call); removes the implication that delivery is the next business day of the agent; limits delivery measure to what is in control of vendor (how shipping is ordered, not when carrier delivers); removes the time deadline for replacement since it depends on agent's availability to assist with install.</p>	Vendors should respond to specification T-52 as written. The asset management service level goals are now incorporated into Section 4 and should be responded to by each vendor in Attachment A.
86	Asset Mgmt	<p><i>During Implementation Rollout</i></p> <p><i>Installation, testing, and training for new agents will occur within 10 business days of successful upload of new agent record to the host 99% of the time (subject to a maximum of 100 per week).</i></p> <p>a) Please define "new agent" and clarify if this means agents who do not currently participate as sales agents, or all agents participating in the "new" system of ELS.</p> <p>b) Please clarify if the maximum applies to installation, training, testing or all, and the purpose of this SLA measure.</p>	In this language, "new agent" would be all agents participating in the "new" system of ELS. The maximum of 100 per week applies to installation, testing, and training or all three processes. Effective with this Addendum (Addendum 7) the draft SLA has been removed from the RFP. Service levels for asset management should be responded to by vendors in the newly added section(s) of Attachment A.
86	Asset Mgmt	<p><i>After implementation for new agents:</i></p> <p><i>...installation, testing, and training for new agents will occur within 10 business days</i></p> <p>Appendix A page 100 states that "all subsequent training will be provided by DNR. Please clarify the vendor's SLA related to training.</p>	The DNR will perform all subsequent training.
87	Game Ck	Please provide an estimated number of days per year that the Game Check service needs to be available (with the understanding that more than one season may be open on any day and that the exact lengths of seasons vary each year).	240
89	Contract Report	Monthly Status: Please explain "Service Reviews", what parties can call for it, what is involved, and how it relates to the Monthly Status Report discussed here.	The intent is if the Monthly Status Report shows that any of the Service Levels are not met or if any appear to be problematic, a Service Review may be called by DNR or the Vendor. At this Service Review, the problem will be discussed to determine the reason for the problem and the corrective action to be taken.
89	Contract Report	<p><i>Annual: all involved parties/support groups participating in the annual SLA performance review</i></p> <p>Please explain the Annual SLA Performance Review process, who is involved, vendor's role other than preparing the report, and what action results from the review.</p>	The vendor and the DNR representatives from the participating divisions will meet annually to go over the year's activities. The problem areas, if any, will be discussed at length to determine how they will be handled in the coming year and if changes need to be made. The "Contract Report" section is now a part of Attachment A and should be addressed in each vendor's response.

101	Asset Mgmt	<p><i>It also includes distribution of new inventory; if/as DNR changes the standard stock over the life of the contract.</i></p> <p>Please clarify that DNR anticipates changing standard stock may alter vendor's initial pricing and how a difference in cost would be expected to be compensated (change order, contract amendment, etc.).</p>	<p>If DNR elects to change the standard stock, a change order would be initiated to cover the difference in cost, if any.</p>
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Pg.	RFP Section	RFP Question/Comment	ANSWERS
		Is the Division of Natural Resources open to allowing a vendor to propose an optional funding model with their complete cost proposal?	No.
		If the online sales functionality is completed earlier, can those sales begin prior to the POS agent sales?	DNR prefers that they be at the same time.
50	Section 4.10.1.7	On page 50, section 4.10.1.7, it is indicated that the ELS should accept other forms of payment such as a cashier check. Can you please clarify how this would flow through the system?	The vendor solution should generate the appropriate records into OASIS and the ELS, recording the payment and marking the EFT as paid.
76	Section 1.07	On page 76, section 1.07, it is indicated that incomplete transactions should be discarded completely, yet a report should be accessible by DNR to identify those transactions. Can you please clarify what data, if any should be retained to populate the report?	Functional specifications F49 & F50 have been rescinded and need not be addressed by proposing vendors. The report should provide enough information so DNR has an audit trail of all incomplete transactions.
84	Section 2.11	On page 84, section 2.11, it is indicated that agents may be limited in the number of licenses or tags they can sell. Can you please explain these limits and how they will be applied?	Each agent is required to provide a surety bond, currently in the amount of \$12,000. The current environment allows us to manage our paper application agents by assigning them a bond factor (risk factor) that will allow DNR to adjust the value of licenses that may be held by each agent between the time that they remit sales monies. We envision something similar to exist in the ELS that will allow us to extend some flexibility to agents having a good record with us while restraining others that may not have such a good history with us.
		It is indicated that lifetime licenses will be printed at DNR headquarters on credit card type material. Will the licenses be printed from the ELS system and will the vendor be responsible for providing the printing equipment and stock?	Yes, from the ELS and no the vendor will not be responsible for the printing equipment and stock.
		Is the Division of Natural Resources open to allowing licenses sold at the Point of Sale to be printed on standard paper to be consistent with licenses purchased via the internet and printed on the customer's printer?	No, there would be no way for DNR to distinguish an original from an unauthorized copy.

Pg.	RFP Section	RFP Question/Comment	Answers
10	3 #12	Vendors understand the need for DNR to specify minimum required service levels that will ensure Vendor's performance meets DNR's basic needs in all respects and that a means of securing Vendor's attention to and compliance with required service levels is the imposition of liquidated damages for Vendor's failures to do so. However, this is in essence a form of DNR buying insurance because Vendors are constrained to factor risks associated with service levels and liquidated damages into their costs, and the more stringent the service levels and the higher the liquidated damages, the greater the perceived risk and associated potential cost. Given the foregoing, would DNR consider reviewing and reducing some service levels and their associated liquidated damages to levels that still ensure DNR's basic needs are met without being overly punitive to the Vendor? Among the liquidated damages amounts that appear unreasonable are help desk first contact, help desk time to resolve level 1, equipment replacement, POS installation/training new agents, and IVR availability.	The draft Service Level Agreement has been deleted. Provisions from the draft SLA have been incorporated into appropriate sections of the RFP. Some of the SLA goals have been moved to Section 4 & Attachment A where vendors may propose their responses to the goals and some have been moved to the mandatory section of the RFP and liquidated damages clearly identified.
11	3 #16	a) In the event that funds are not appropriated rendering the Contract void, what notice will the State provide to the Vendor?	a) DNR will notify the vendor when it becomes apparent that funding is not appropriated. By State law, the Purchasing Director may cancel any contract with 30-day notice.
		b) Will the State agree to pay Vendor for all goods and services provided, and binding commitments entered into on the State's behalf, prior to the date the Contract becomes void?	b) The vendor will be compensated for all work completed and accepted by DNR up to the date of contract cancellation.
11	3 #19	Related to "shipping terms" please clarify applicability to this RFP and pricing model, and explain if bidder is required to make any type of statement regarding the applicability of this.	The shipping term would apply to any equipment or supplies sent to the agents. The vendor is responsible for the shipping expenses.
12	3 #24	Would the State provide the Vendor with a written notice of non-conformance and allow Vendor an opportunity to cure prior to terminating the Contract?	DNR will be working closely with the vendor's Project Manager and any issues will be apparent to both the vendor and DNR. By State law, the Purchasing Director may cancel any contract with 30-day notice.
12	3 #29	Please explain if the initial phrase "On any contract for the construction of a public improvement" be applies to the whole paragraph and therefore not to this procurement.	This paragraph does not apply to this procurement.
13	3 #34	Would the State waive the requirement of prior written consent for assignment of the Contract by Vendor in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred?	No.
13	3 #35	Will the State be open to modifying this section to state that the Vendor warrants that the services will conform with the specifications contained in Vendor's bid?	No. Failure to meet a mandatory requirement as defined in the RFP will result in disqualification. Non-mandatory requirements as defined in the RFP will be scored.
13	3 #38	Vendor requests further information on whether the Agency anticipates disclosing PHI and whether the BAA will apply.	Currently DNR does not anticipate the collection of Protected Health Information (PHI). Vendors should review term 38 of the Master Terms and Conditions along with the BAA itself to determine applicability.

14	3 #39	Related to requirement to comply with <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a> .	
		a) Does the State agree that bidders can only price for and state compliance with the requirements as of the date of submission?	No. See attached which replaces prior BAA.
		b) Regarding State's policies, please explain what is in addition to compliance with all applicable laws, rules, and regulations relating to protection of personally identifiable information, maintaining strict internal policies and procedures related to the protection of such information, and being PCI DSS compliant.	b) A web site is included in the specification noting the State's Confidentiality Policies and Information Security Accountability Requirements.
		c) If Vendor provides a current PCI DSS certificate, will the State revise the requirement that Vendor comply with Agency's policies?	c) No.
16	3 #46	Is the State open to good faith negotiation of this section and/or bidder providing a list of suggestions in proposal without being disqualified? For example, limiting the indemnification obligation to apply only to third party claims.	No. Failure to meet a mandatory requirement as defined in the RFP will result in disqualification. Non-mandatory requirements as defined in the RFP will be scored.
27	5.4.2	Please clarify if the State intends to engage in good faith contract negotiations prior to and/or post-award/pre-contract signing.	No. Failure to meet a mandatory requirement as defined in the RFP will result in disqualification. Non-mandatory requirements as defined in the RFP will be scored.
		Vendor respectfully requests that additional sections be inserted into the final agreement to address certain issues not covered in the RFP, including intellectual property ownership, and limitation of liability.	No. Failure to meet a mandatory requirement as defined in the RFP will result in disqualification. Non-mandatory requirements as defined in the RFP will be scored.
		There are several places in the RFP where it is indicated that the System Vendor is liable to the State and other parties for damages without limitation. Given the significant risk that unlimited liability imposes on vendors (and therefore additional cost to DNR), please clarify if DNR would be willing to review fair and reasonable industry standards of liability limits upon which to negotiate and agree upon liability terms with the successful vendor.	State minimum requirements: General "Limitation of Liability-The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitation on special, incidental, or consequential damages are acceptable. In addition, any limitation is null and void to the extend that it precludes any actionf or injury to persons or for damages to personal property." FOR SOFTWARE ONLY " Limitation of Liability-State minimum requirements: General "Limitation of Liability-The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value fo the agreement. Limitation on special, incidental, or consequential damages are acceptable. In addition, any limitation is null and void to the extend that it precludes any actionf or injury to persons or for damages to personal property."

28-29	4 – 7.3	With respect to Section 7.3 requiring software escrow, this provision is a major obstacle to Vendors who would propose the provision of a Vendor-hosted COTS-like SaaS software and services solution (“COTS Solution”). The business model and asset protection strategy of COTS Solution Vendors is around protection of their proprietary interest in and ownership of the software, with DNR receiving a fully paid, royalty-free length of contract license in the software, hosted by Vendor, furnishing DNR with access to the software and associated data resident on Vendor servers as necessary to meet DNR’s use requirements as stated in the RFP. For such Vendors, there is recognition of DNR’s need to protect itself from an interruption in services caused by Vendor’s inability to continue its operations due to bankruptcy or insolvency. However, there are alternative means for protecting this legitimate DNR need without necessity of Vendor exposing its software to third-party escrow and without the parties incurring costs and work associated with managing an escrow arrangement. Given this, would DNR consider revising this requirement to provide that the Vendor must provide a contracted means satisfactory to DNR for the protection of DNR’s interests in this respect, one of which means could be escrow of software but other means proposed by Vendor will be considered?	The requirement that the code be placed in escrow is considered a mandatory by the State. The frequency with which code must be placed into escrow is amended from “... each release or modification to the software” to “each release of the software.”
29	4 – 7.4	Please confirm that regarding all references to acceptance throughout the RFP (including 4.5.1), as well as regarding payment, that DNR and Vendor will mutually agree on clear, measurable criteria that will determine acceptance, and what constitutes acceptable performance.	Confirmed.
41	4, 4.5	Please clarify if it is acceptable to offer a “pilot” that allows a single direction (legacy to ELS) continuous data migration into the pre-production / UAT environment that allows DNR (and selected agents, if desired) to see the data, run test transactions, produce reports, and in general, practice with the new system for a significant period leading up to the go live. In this UAT type of “pilot”, real sales are not completed; valid licenses are not created, and pilot data is not retained. This type of pilot avoids the risks and costs inherent in a traditional pilot - multiple “current” databases require complex bi-directional synchronization because real time transactions determine a customer’s eligibility and the user can interact with both pilot and non-pilot license channels and agents (all transactions must be in both the legacy and the pilot ELS system). Instead we would like to propose the alternative where DNR still has access to gain full confidence in the system, then the transition to Production occurs as a cut-over for all sales locations at the same time, avoiding the difficulties of managing a traditional pilot.	DNR's preference is for all of the POS agents to go live at the same time therefore a pilot methodology that allows for that would be acceptable and preferred.
51	4.11.2	<i>database on a server provided by DNR</i> Please confirm that vendor is not responsible for hardware and software licensing/maintenance on the DNR server.	Confirmed.
40; 52	4.4.6; 4.11.2	Please confirm that DNR intends to work on removing duplicates and making determinations on the correct customer data to be converted to ELS.	Confirmed.

Pg	ATTACHMENT A Section	ATTACHMENT A Question/Comment	ANSWERS
Multi- ple	Various + B and Ap- pendices	Please clarify if you will accept a proposal that provides DNR with a vendor-hosted data mine (OLAP data cube), including a permission-based user interface in which DNR can work directly from the cube, instead of replicating data to your server. This cube is updated from Production approximately every 5 minutes, providing you more current information than daily replication, and is always available. The cube offers you the same capabilities for accessing, querying, analyzing, creating reports on and extracting your data for use as you describe in the RFP as being desired from replicated data. However, the vendor-hosted cube offers the additional advantages of (a) not requiring you to receive downloads or maintain your own server/software for replicated data, and (b) being a neutral data management and reporting tool that is independent of a database schema so as not to be affected by scheduled releases and other changes that might require rewriting queries.	Yes, the DNR will accept a proposal that provides the DNR with access to an OLAP data cube. We will download the game checking data once a year after hunting seasons and save to our server.
43	4, 4.8 License Sales	In the RFP DNR refers to the internet sales agent as a "virtual" agent and as a "pseudo agent" and states the requirement of being able to report on the sales of the internet sales agent. DNR also provides information about the "agent handling fee" that agents are allowed to charge. However it does not appear that the Vendor will be designated as the internet sales agent nor be able to charge the agent handling fee for internet sales. Many jurisdictions designate the Vendor as the internet sales agent and permit the internet sales agent to collect/retain agent handling fees or commissions as well as additional convenience fees. This allows the Vendor to allocate costs associated with development, operation and maintenance of the internet sales channel to the revenue produced for the Vendor exclusively from that sales channel and accordingly to reduce the costs allocated to be paid by DNR for the remainder of the system. Would DNR consider the possibility of allowing the Vendor to be the internet sales agent and to charge an agent handling fee for those sales, thus enabling the cost allocations that would result in lower costs to DNR?	The vendor will in no way be considered as an agent and will not be permitted to charge an agent handling fee. Any such transaction fee assessed upon a customer purchasing a license online will be retained by DNR (see 9.04 Appendix A).
52	4, 4.11.3	Please confirm that the de-dup and merge refers to ongoing operations in ELS.	Confirmed.
81		In this section and elsewhere throughout the RFP, it is stated that the vendor will not make software changes without notice <u>and prior approval</u> of DNR. In the case of a SaaS service and COTS solution, notice is given and options for taking advantage of certain updates is offered to clients, but it is possible necessary changes would be made system wide and not customer-specific. Please revise this requirement to accommodate situations where approval by DNR is not required.	This requirement will not be altered; DNR approval will be prompt and will not be unduly withheld.

Pg	Appendix A Section	APPENDIX A Question/Comment	Answers
27	3.07	Please provide examples of invalid business situations resulting from merges, and explain how DNR expects to be notified of these situations.	Section 3.07 on page 27 of Appendix A presents one example. Another example would be that one potential duplicate customer is revoked and the other potential duplicate customer is not revoked. The ELS should provide DNR with enough information to approve or reject the proposed merge.
61	8.01	Please confirm that in ELS DNR intends to have game check stations only at the designated number of agents locations, not 700 stations.	Confirmed. The game check stations will only be at the designated number of agents not the current 700 stations.
61	8.02	Please clarify how in ELS "field tags" are to be printed and distributed, and if there are any vendor responsibilities/costs (printing at POS, reorders, etc.) related to field tags (aside from the requirement to assign a unique number to each game check reported).	There are no vendor responsibilities or costs associated with field tags. Field tags are currently distributed to agents but will only be available via website in the future. Hunters are currently allowed to write their information down on any piece of paper at the current time and that will continue in the future.
84	Help Desk	<p><i>Call Abandonment: 95% of calls result in First Contact</i></p> <p>Typically callers to a help desk are given automated options (press 1 for equipment problem, press 3 if you have a question on a void, and some of these options may be intended to redirect the caller elsewhere to provide better service and information as well as provide faster service to those needing assistance. Please clarify if the SLA will be allowed to take this into consideration in the measure.</p>	(The Help Desk specifications have been moved to Section 4, Item 4, Project and Goals. ) It is DNR's intent that service level goals be reasonable but that they assure a high level of service to system users. Vendors may propose alternative language (accompanied by an explanation of its merits) in the appropriate vendor response sections of Attachment A.
84	Help Desk	<p><i>incidents arising from answered calls are closed &lt; 30 minutes from initial call to help desk</i></p> <p>Arbitrary limits on call time for the purpose of preventing penalties can interfere with customer service; please remove the time factor to encourage agents to focus on problem resolution and productive trouble-shooting on a case-by-case basis. Given the variety of situations and agent skill levels, helpful representatives should not be limited to timed, default actions. Agents in a busy store may be frequently interrupted during troubleshooting; or the help desk may be confident that a faster resolution for the agent is possible by continuing on the phone instead of shipping equipment; or taking the time to further educate the agent may decrease the need for future calls.</p>	It is DNR's intent that service levels be reasonable but that they assure a high level of service to system users. Vendors may propose alternative language (accompanied by an explanation of its merits) in the vendor response sections of Attachment A.



86	Asset Mgmt	...consumable inventory is received by the Issuing Agent within three business days of request.	(The Asset Management specifications have been moved to Section 4, Item 4, Project and Goals. ) It is DNR's desire that the successful vendor manage the consumable inventory replacement process so that consumable inventory replacements routinely arrive in the hands of the requestor within 3 business days of the request. It is not DNR's intent to hold the vendor responsible for extraordinary circumstances outside of their control; vendors may propose modified language, measurement, or service levels in the appropriate section of Attachment A.
		Please consider wording change to clarify the requirement and measure what is within vendor's control:	
		Consumable inventory is shipped to Issuing Agent for scheduled delivery within three business days of order receipt (excluding weekends and holidays).	
86	Asset Mgmt	During Implementation Rollout Installation, testing, and training for new agents <u>will occur</u> within 10 business days of successful upload of new agent record to the host 99% of the time (subject to a maximum of 100 per week).	This service level is now included as part of Section 4 , Item 4. As such, vendors may respond with suggested modifications in the appropriate paragraph of Attachment A.
		a) This measure is focused on a predicated date that makes assumptions about vendor's process and project plan. Please alter the SLA to an outcome measure regarding all installation, testing and training being completed by an arbitrary point in time.	
88	EFT	Instead of <i>Total number of agents selling during the period</i>	The language in the referenced calculation has been changed to "Total number of agents selling (or having other financial activity) during the period."
		DNR may wish to reword to "agents subject to the batch process" since there could be agents who made no sales but for whom a void was approved (credit), prior period correct EFT, etc.	
92	T-6	Here and elsewhere in the document, reference is made to approval by DNR, OT, or authorized agents. Vendor's solution is a SaaS COTS solution with limited, if any, custom software development and system-wide changes (not ELS specific) may be necessary. Please clarify if	DNR (or its agents) will utilize agreed upon, objective criteria for its review. Specification T-6 (which is not a mandatory requirement) should be responded to as written. Use the comments area (and extra sheet if necessary) to explain circumstances unique to your proposed solution.
		a) the approval will be based on mutually agreed upon, objective criteria	
		b) that the State understands that due to the shared platform, although notice will be provided, an individual client's approval may not be required.	
100	Help Desk	the approved Help Desk Support Plan	A draft plan is not required for the vendor's response to the RFP.
		Please clarify that this is a plan jointly agreed upon after award and not required to be submitted in draft form with the proposal.	

Pg	APPENDIX C Section	APPENDIX C Question/Comment	ANSWERS
2	SYSTEM SECURITY B	Vendor is subject to meeting certain standard security criteria elsewhere in the RFP (PCI, etc.) and under performance standards is required to maintain its own strict technology policies and procedures. Vendors provided a SaaS service are unable to comply with each customer's standards individually. Please waive or modify the requirement that vendor comply with state standards if other standards (PCI, laws) are being met.	This requirement cannot be waived.
3	C	Please clarify whether the intent of this section is for vendor to be liable for a security breach caused by any Local Government agent or employee. Please explain if the State will agree to negotiate in good faith on this provision or alter it prior to award.	We think this question was really about page 3 Letter "D". Considering the state's established standards indicate that no bank account information or credit card information will be maintained by the system vendor the request for this requirement to be waived or negotiated will not be entertained.
3	G	<p>a) Please confirm if bidders can assume that Vendor would perform the scans and that scans will only be performed against in-scope systems.</p> <p>b) If vendor is PCI compliant and, pursuant to the PCI requirements, has periodic scans run on its systems, please clarify if the State is requesting additional scans by a third party at DNR's direction, and if so, confirm at whose expense.</p>	Again considering that system vendors will not maintain bank account or credit card information no scans will be performed.
3	CONFIDENTIAL TY A	<p>Vendor is offering a SaaS solution and will not be accessing DNR or the State's system. In addition, vendor maintains its own strict confidentiality policies and procedures and is due to the shared platform it offers may be unable to comply with each client's standards.</p> <p>a) Please confirm if it is acceptable for Vendor to agree not to disclose the confidential information to a third party other than in connection with the performance of services.</p> <p>b) Please indicate if the State will waive or modify the requirement that vendor comply with state standards?</p>	The State cannot waive these requirements.

3	F	Is the State willing to negotiate a reasonable cap on vendor's indemnification obligation?	State minimum requirements: General "Limitation of Liability-The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitation on special, incidental, or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action or injury to persons or for damages to personal property." FOR SOFTWARE ONLY " Limitation of Liability-State minimum requirements: General "Limitation of Liability The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value fo the agreement. Limitation on special, incidental, or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action or injury to persons or for damages to personal property."
3	G	Is the State agreeable to modifying this language to allow vendor to keep copies of the confidential information for its legal, regulatory and archival purposes?	Again considering that system vendors will not maintain bank account or credit card information reasons for modifying the language are not necessary.
3	H	Please clarify if a written assessment is acceptable, rather than providing the State access to vendor's systems in order to conduct assessment.	If no bank account or credit card information is kept by the system vendor then little to no assessment would be necessary. Any assessment if performed would be done by paper only with no scanning requirement.
		If not, please indicate if the State will modify this section to agree:	
		a) that such access will be required only upon reasonable notice (to be defined and mutually agreed upon) and for a not-to-exceed time/resource allotment by vendor, and b) to access only as vendor is able to provide in order to maintain other required security, such as so as not to compromise other clients' data, PCI certification, etc.	
P8	APPENDIX E Section	APPENDIX E Question/Comment	ANSWERS
		The SLA damages refer to both a "24 hour period" and "day". Please define whether damages are assessed based on a 24 hour period from when an outage occurs, or based on calendar day.	The intent is that damages associated with "downtime damages" are assessed based on a 24-hour period. The SLA has been removed but liquidated damages will be assessed as explained in Section 5, Item 5.

Pg.	RFP Section	RFP Question/Comment	ANSWERS
7	Contract Term	a. Would the state clarify that the term of the contract is 7 years from the time of contract award, not 7 years from the time of system implementation.	The statement "If implementation occurs prior to January 1, 2015, maintenance costs will be pro-rated on a monthly basis" from the annual recurring costs section of Attachment C is rescinded. The actual term of the contract will be implementation plus 6 years.
8	Performance Bond	b. More so than ever before, insurance / bonding companies are extremely reluctant (many now refusing) to issue performance bonds and, as a result, these types of bonds have become extraordinarily expensive. In order to account for the costs of this bond, inevitably the cost is included as a project expense thereby increasing the per transaction or per privilege fee assessed back to the state. In a nut shell, the state ends up incurring the full cost of the bond via higher than expected transaction or privilege fees.	
	Bond Qualifications	Also, the increasingly stringent, nearly impossible criteria to even qualify for a performance bond in today's market tends to eliminate from the bid process most medium to small solutions companies that in many cases have more applicable and desirable solutions for the state than the large solutions company(s) that currently dominate the market. This prevents the state in many cases from choosing from the "best" solution in the market and forces them to choose a solution from only those remaining organizations that qualify for the performance bond. Given the current state of the industry, this does not leave the state with the best solution, just the biggest solutions company which (ironically) has historically been responsible for performance issues and has forced the states into mandatory performance bond situations.	SECTION 3 General Terms and Conditions Performance Bond was changed via Addendum 3. Specifically, in lieu of a Performance Bond, an amount representing fifteen percent (15%) of the contract resulting from this RFP for One-time Startup Costs (Cost Section "A" of Attachment C) shall be withheld by the State. Upon formal acceptance by the State of each Startup Costs milestone or deliverable as outlined in section 4 Subsection 7.4, the State will withhold fifteen percent (15%) retainage related to that phase. Within 60 days of final State approval of all implementation services performed by the Vendor and formal acceptance of the production ELS system, the State will release the remaining retainage.
		Would the State entertain the removal of the Performance Bond requirement from the list of mandatory requirements in lieu of an alternative form(s) of penalty assessment in the case of non-performance?	
10	Liquidated Damages	Would the state clarify that liquidated damages can only be assessed if the state has met all its responsibilities and has in no way contributed to the delay of the project?	Liquidated damages will only be assessed if the state has in no way contributed to the delay of the project or the vendor's inability to meet the service levels mandated.
11	Funding	Would the state clarify that if the contract is cancelled due to lack of funding, vendor will be compensated for all work completed up to the date of contract cancellation?	The vendor will be compensated for all work completed and accepted by DNR up to the date of contract cancellation.
25	Data Conversion	How clean are the current three siloed databases? How much "massaging or scrubbing" of the databases does the state anticipate will be necessary to convert into a single database?	It is the responsibility of DNR to perform the necessary data scrubbing to provide the conversion data to the vendor in a mutually agreed upon format.
26	5.3 State Treasurer's Office	Given that the vendor is required to use the state's credit card processor, is the state or the vendor responsible for the payment of merchant fees?	The State is responsible for all merchant fees related to collections by credit/debit card for sales via the Internet, as well as any EFT/ACH fees for electronic collections from agents.
43	License Sales	Can vendors submit multiple proposals regarding retail license agents' POS equipment configurations? This would also require multiple price proposals based on equipment configuration.	Vendors may submit multiple proposals responses; however, each proposal should be submitted as a separate submission to the RFP and clearly marked as an alternate proposal.

47	Game Checking	Given the inherent issues with IVR systems would the state consider alternative solutions to IVR and remove the IVR requirement? i.e. an internet application that is compatible with smart phones?	The DNR requires some method (i.e., IVR or touch tone) of telephone check to be available to hunters. Vendors may propose touch tone methods but there must be some telephone check for people without smart phones or internet access.
48	Section 4.10.1.1	This section states that ELS should not have direct access to license agent's bank account information. Please explain how the vendor is to create an ACH file for the state treasurer's office to perform the AHC without access to the bank account information? The bank account information is required to be part of the funds transfer file that would be created – file format is dictated by NACHA standards. In all existing state systems across the country, the bank account information is a standard part of the license agent record. The system can be designed so that only specified state personnel would be allowed to view/add/modify this information. Would this be an acceptable compromise to this requirement?	The question contained in Attachment A, Section 4.10.1.1 of the RFP (page 48) contradicts specifications in Appendix A and Appendix B. Therefore, Attachment A, Section 4.10.1.1 is rescinded and need not be addressed by proposing vendors.
<b>pg</b>	<b>APPENDIX A Section</b>	<b>APPENDIX A Question/Comment</b>	<b>ANSWERS</b>
2	Sales History	<p>a. There was a 9% drop in annual license sales from 2009 to 2010. Does the state have an explanation for this substantial decrease in sales and has the trend continued in 2011 and 2012?</p> <p>b. The cost / payment structure of the vendor's response to the RFP is based on an estimated number of sales provided by the State in the RFP, a per privilege fee per transaction, and a normalized payment structure throughout the year based on privilege number estimates. How will the state and vendor account for losses in revenue during years when actual transaction numbers come in below the estimates provided by the State for which annual expenses and costs are being estimated? In the situation where transaction or privilege numbers are below state provided estimates, will the vendor have the ability to modify it's per privilege fee to accommodate for the inaccurate estimate in order to properly account for the total annualized revenue expected based on actual numbers?</p>	<p>The economy over the past couple of years has negatively affected license sales. License sales dropped again by just under 4% in 2011. Sales appear to have rebounded in 2012 to date. DNR expects to record an increase in 2012 over 2011.</p> <p>See the cost structure as outlined in Attachment C. The fee for the system should not change based upon the number of transactions or revenue generated. Annual recurring costs are to be fixed.</p>
3 & 4	License Types	What do the alpha class codes and the alpha codes in the Resident/Nonresident columns represent?	License class.
7	First Paragraph	RFP states, "It is anticipated that additional specifications will be identified during the system design phase and bidder should be prepared to incorporate those specifications as necessary". If additional specifications are consider major in scope, will contractor have the opportunity to negotiate a change in fees as well as a change in deliverable timeline if the changes are deemed to have an impact in these areas?	It is not the intent to broaden the scope of the ELS or add specifications; it is intended to state that the specifications will be further defined during the design phase of the project. If new specifications are identified, the pool of hours would be used. Changes to the specs must be executed by proper Change Order in accordance with the provisions of the RFP.

9	Pre-Authorized Credit Cards	e. The RFP states that ELS will utilize the WV Treasurer's payment gateway for credit card processing. Is the state responsible for all merchant fees, chargebacks, etc., related to credit card processing?	The State is responsible for all merchant fees related to collections by credit/debit card for sales via the Internet, as well as any EFT/ACH fees for electronic collections from agents.
		f. If contractor is responsible for fees and chargebacks, what are the rates that the vendor would be charged?	N/A
		g. If vendor is responsible for fees, could fees be a separate pricing item in the contract and fees be a direct pass through to the state?	N/A
13	Section 1.07	If ELS is not to retain incomplete transaction data in the database, how does the state anticipate accounting for or reporting on incomplete sales data (requirement F.51)?	Functional specifications F49 & F50 have been rescinded and need not be addressed by proposing vendors.
27	Section 3.08 Comments	The RFP states that the comments section must be free form and that the system should not allow comments to be deleted or changed. However, there must be a logical limit to the space allowed for comments. What is the logical limit the state would accept?	The ELS should support an unlimited number of comments for each customer. Based on experience, using the appropriate specifications comment box, the vendor should propose the maximum length of a comment.
43	Section 5.04 Output License Stock	j. Does the state currently have a desired type of license stock or license paper on which the licenses and permits are to be printed?	Yes.
		k. Does the output license stock need to comply to any state mandates or standards for durability, temperature, moisture, etc. or is it sufficient to print licenses on 8.5 x 11 paper stock in alignment with the licenses being printed by internet users?	Yes. Our current paper stock for the point-of-sale license agents is a 1-ply .005 thickness bond paper with our GoWild logo printed on the back. The paper is 3 inches wide and prints from an Ithaca receipt printer. When printed with HP fast drying ink & folded twice with adjacent printed surfaces touching or when fully immersed and soaked in clear water, paper will demonstrate nominal streaking, running, or smearing. A similar product meeting these specifications would be acceptable.
43	Section 5.04 Output	Is the contractor responsible for providing the "credit card" type printer for printing lifetime cards at headquarters or is that provided by DNR and only the interface needs to be provided?	DNR provided only interface needed.
57	Section 7.05 First In, First Out	Can the agency please provide statistics on expected volumes of the various "first come, first served" occurrences? This information is vital to properly size system throughput during these critical events.	Functional Specifications F698, F709, F710, F711, F712, F713, F724, F725, and F726 have been rescinded and need not be addressed by proposing vendors.
57	Section 7.07, Spot Drawing	What, if any, special business rules should be enforced to keep individuals from attempting to circumvent the system to insure success, i.e. such as continuing to void a transaction until successful?	Functional Specifications F698, F709, F710, F711, F712, F713, F724, F725, and F726 have been rescinded and need not be addressed by proposing vendors.
90	Conversion	The specifications state that 99% of all records provided by DNR must be converted to meet requirements. What assurances will DNR provide that data has been adequately scrubbed and cleansed to allow a 99% conversion rate?	It will be the responsibility of DNR to perform the necessary data scrubbing of the Lifetime License data base (the only existing data to be converted to the ELS) and to provide the data to the vendor in a mutually agreed upon format. The conversion rate has been changed to 100%. Vendors may offer alternative service levels (with appropriate explanation) in their Attachment A response.

93	License Equipment, T 32	The specification state that scanners must be provided to read both barcodes and magnetic stripes. Is the state requiring that vendors furnish both type of readers (barcode and magnetic stripe) as part of the POS equipment configuration?	Yes.
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Pg.	Addendum 3 Page	Follow Up Question/Comment	ANSWERS
8	3.11	Please clarify how bidders should consider an answer in Addendum 3 that states "will" regarding a specification that is written as "should" (and the item is not otherwise amended by Addendum 3); does this indicate a change from desirable to mandatory. For example: Addendum 3, page 20, Appendix B, 5.04 Output: <i>"No, only the purchased privileges would print on the licenses. Only on a reprint will active, unexpired privileges print cumulative on a license."</i>	In the example provided, this relates to the question of having privileges previously purchased printed on a subsequent purchase as a cumulative of all purchases during the year. If this was done, then the mandatory regarding void requests and reprints could not be met. Therefore, only the current privileges being purchased can be printed at the time of purchase.
9	RFP 3, #47	<p><i>"The Purchasing Affidavit was distributed with the original Request for Quotation"</i></p> <p>Thank you for providing the link; we did not find the affidavit attached to Addendum 3 nor in the original RFP. This raises the issue that perhaps we do not have all of the original distribution of either document. Please provide the page number or other reference to where the affidavit was originally provided in the RFP and if it was attached to Addendum 3 so we can be sure we have all components and documents and can sign the Addendum Acknowledgement form with confidence</p>	The Purchasing Affidavit was not attached to Addendum 3; instead, the vendor was provided the URL. The Purchasing Affidavit was not attached to the original RFP. It is attached again for your convenience.
9	RFP 3, #47	Please indicate where the signed affidavit is to be placed in the submission.	The Purchasing Affidavit location should be referenced in the vendor's response table of contents.
9	RFP 3, #51	<p><i>"Vendor ... assume the costs for fingerprint-based state and federal background inquiry through the state repository"</i></p> <p>a) Please indicate whether the state repository check is always mandated or if Vendor is already conducting background inquiries the state will accept these.</p> <p>b) Please provide an estimate of the per employee cost charged by the state.</p>	<p>a) The vendor must use the state's repository check.</p> <p>b) The current cost is \$45.35 per person.</p>
15	4, 4.8.3 Lottery	<p>a) Please explain why this functionality is no longer desired.</p> <p>b) Are these lotteries currently part of your existing system?</p> <p>If so, please clarify if you intend to continue them and if so, how the removed lotteries will be handled and how the data will interact with ELS?</p>	<p>a) We have decided to just include the random lottery currently employed and not the other types of lotteries.</p> <p>b) No.</p> <p>N/A</p>
20	APP. B	F-45: We understand that it may change, but it is helpful for bidders to know who the State Treasurer uses as the state's payment gateway and the length of the current contract.	The State's Merchant Services contract is with BB&T. It is a three year contract with 2 renewals, and was awarded in 2011.
26	ATT C	<p>Cost Sheet - POS Devices: Please clarify definition of 'per each agent deployment' and what costs are to be included. The introduction here states "to determine the price of devices" but the cost is shown as per "each agent deployment" which would include more costs than just the device price, such as costs related to initial deployment (shipping, installation help). Addendum 3, page 14, answer to question on Attachment A, Section 4, Subsection 4.8.1.1 (g)(v) states "cost of a full configuration implementation" which also implies more than just the cost of the devices.</p>	<p>In this instance, price of devices includes all costs related to the initial deployment.</p> <p>We have modified the wording on Attachment C.</p>





Pg	RFP Section	RFP Question/Comment	ANSWERS
	3.10 Driver's License Scanning	It appears the state would like the licensing system to read the barcodes of driver's licenses from not only WV but from all states. Given some of the information on the barcodes are considered confidential and owned by each respective state, has the state secured agreements with all states to use this information? In addition, given the data formats are not consistent from state to state, has the state attained the data formats from other states? States will be reluctant to provide this information to private contractors which would require WV to acquire this information. Also, some states still use magnetic stripes and not barcodes. Does the state expect the vendor's system to read magnetic stripes as well?	Our current POS System, having technology well outdated, utilizes both a bar code scanner and a magnetic strip reader with little to no issues. If a license cannot be scanned or the result of scanning a license does not populate the necessary fields then agents know that they need to key the customer's information into the system. We are unaware of any required agreements between states.
	RFP Response Delivery Date	Due to the timeframes associated with the current Q&A process, will there be a resulting change in the delivery date for the RFP Response?	Yes, the delivery date for responses has been changed. (Time and place are unchanged).

# REQUEST FOR PROPOSAL

West Virginia Division of Natural Resources  
DNR212181 - Electronic Licensing and Game Checking System (ELS)

## Attachment C: Cost Sheet

Cost Information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

**One-time start-up costs:** Some agents will use their own PC with vendor-provided peripherals. For pricing purposes, vendors should assume 45 agents will use their own PC with vendor-provided peripherals.

One-time Start-up Costs				
Task		Licensing	Game Checking	Total
1	System Analysis, Design, and Development and/or Customization, Unit and System Testing			
2	Agent & DNR Training			
3	User Acceptance Testing and Pilot			
4	Implementation			
5	Data Conversion		N/A	
6	Supply Comprehensive System Hosting, Infrastructure, and Installation			
7	All devices and supplies to enable a Point of Sale installation for 225 agents (full configuration)		N/A	
8	All devices and supplies to enable a Point of Sale installation for 45 agents (agent supplied PC)		N/A	
9	Other (vendor must identify)			
<b>A. Subtotal One-time Start-up Costs</b>				

**Annual Recurring Costs After Implementation:** IT hosting and infrastructure, operations, support, maintenance, help desk, and POS license stock. Include costs for replacement printer and scanner for POS license agents (as/when needed). Maintenance costs are only designed to start the year after implementation and would continue until the final term of the contract.

# REQUEST FOR PROPOSAL

West Virginia Division of Natural Resources  
DNR212181 - Electronic Licensing and Game Checking System (ELS)

Annual Recurring Costs After Implementation			
Year	Licensing	Game Checking	Total Annual Cost
2			
3			
4			
5			
6			
7			
<b>B. Subtotal Annual Recurring Costs</b>			

**Development Contingency Pool:** The staff for the development contingency pool must include IT staff with an appropriate mix of skills and experience to meet DNR's future development needs. Firm, fixed pricing based on a rate for IT staff must be used for the contingency pool charges. The proposed rate will be used for all changes to the system after RFP requirements have been met.

Development Contingency Pool		
2000 hours at		per hour =
		Total
<b>C. Subtotal Development Contingency Pool</b>		

Total Fixed Price Summary	
A. Subtotal One-time Start-up Costs	
B. Subtotal Annual Recurring Costs	
C. Subtotal Development Contingency Pool	
<b>Total Fixed Price (Subtotals A + B + C)</b>	

**POS Devices**

**Note:** This cost component is not part of the cost evaluation and is only to be used to determine the cost of the full configuration or agent supplied PC deployment for agents above the 270 total agent mark. Cost should be a one-time cost that covers the device and all maintenance etc. of the deployment.

POS Devices		
Full Configuration	Cost Per Each Agent Deployment	
Agent Supplied PC Configuration	Cost Per Each Agent Deployment	

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR212181**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1<br><br><input type="checkbox"/> Addendum No. 2<br><br><input type="checkbox"/> Addendum No. 3<br><br><input type="checkbox"/> Addendum No. 4<br><br><input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 6<br><br><input type="checkbox"/> Addendum No. 7<br><br><input type="checkbox"/> Addendum No. 8<br><br><input type="checkbox"/> Addendum No. 9<br><br><input type="checkbox"/> Addendum No. 10 |
|---|--|

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

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Company

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Authorized Signature

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Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012