



Amendment of Solicitation

Date of Issuance: 12/22/2017

Solicitation No. 3200000218

Requisition No. 3200001266

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Sheri Diehm

Contracting Officer

405-365-1964 -

Phone Number

, OK -
or

Personal or Common Carrier Delivery:

Sheri.diehm@omes.ok.gov

E-Mail Address

,OK -

Description of Amendment:

a. This is to incorporate the following:

Question #1: Section C of the solicitation has the following language which suggest interest in a custom solution to address the requirements:

Section C.1.1. The primary focus of this project will be to design, build and operate an Internet-based solution that provides access to information, facilitates the completion of transactions, and accounts for the funds received from these activities in a user-friendly and secure manner through multi-channels, including mobile access.

The following language in section D suggests that a COTS solution or exiting product with modifications is the type of solution that the State is looking for:

D.4.5.1. Based on the scores of the submitted proposals, the Committee will determine "short-list" of up to the five (5) highest scores. These vendors will be invited to ODWC Headquarters for a **product demonstration** for additional points to be added to their initial score.

Section D.5.7 Vendor must **have implemented or be in the process of implementing a licensing and customer management solution for clients comparable in size and complexity** to the Oklahoma Department of Wildlife Conservation within the past five (5) years.

Can the State confirm if this solicitation is for:

a) A custom solution to be Designed, developed, implemented, hosted, and subsequently supported

or

b) A COTS (or modified COTS) product?

Answer #1: Overall, this solicitation is for a customized and hosted COTS product, which is a bit of both A and B mentioned in the question. Vendors typically have products that would fit the general specifications, but each state wildlife agency has different programs, regulations, rules, etc. So, customization is needed in order for the product to suit our needs.

Question #2: I received your request for RFP. Are you able to connect for a brief call next week so we can chat through your requirements and use cases? (question was received through my direct email and not through the Wiki)

Answer #2: During the time the solicitation is open for bidding until the award is final I can't interact with a vendor. In order to get all of your questions answered please submit your questions on the Wiki. You should have received the link (for the Wiki) in the notification form that was attached to the email (email sent to all vendors for notification of RFP). (answered through my direct email and added to the Wiki)

Question #3: In sections D.3.1 and D.4.1, reference is made to "Must Have" factors and that these factors should be indicated by (M) and detailed in Section D.5. Section D.5 only includes process and bid structure requirements. Are there functional requirements that should also be considered as "Must Have"? If so, how are they indicated in the RFP document(s)?

Answer #3: As indicated in these two sections as an example, "must" is in the sentence. When you see the word "must" in this context in the solicitation then you should indicate your response with (M).

D.5.7. Vendor must have implemented or be in the process of implementing a licensing and customer management solution for clients comparable in size and complexity to the Oklahoma Department of Wildlife Conservation within the past five (5) years.

D.5.8. Vendor must use funding model in which the solution generates the income needed to provide for the design, build and maintenance of service provided. The primary source of self-funding will be the agent fee earned by the Vendor as the agent for online license sales. Other fees or off-setting revenue may be identified by the Supplier but must be approved by ODWC before implementation. ODWC will also consider models in which excess income is re-invested in the solution or shared with ODWC.

Question #4: In Section C.6.1, under "Fees not retained by current Vendor" it states that the fees are assessed to the customer and are not retained by the current solution provider. However the License dealer commissions for IPOS license transactions seems to state that the \$1.00 fee charged here has \$.25 or \$.50 going to the vendor as service fee. Is this \$.25 / \$.50 in fact retained by the current vendor and is this in scope for this solicitation?

Answer #4: The dealer commission is set in statute and is within scope. The Service Fee amount is not set by statute, but forfeiture of a portion of dealer commission for a service fee is. The amount is to be determined by the solution provider and part of a service agreement signed by the license dealers.

Question #5: Based on the information in section C.6.1, the only fee the current vendor receives is based on the License Dealer license transactions of either \$.50 or \$.25 depending on the dealer size. Is this a correct understanding of the in-scope fees?

Answer #5: This is correct. The Service Fees outlined are in-scope and outline what is currently used as our Self Funding Fee Model.

Question #6: Section C.5.13: "Law Enforcement Data – including citations, fines, and temporary license sales. Connection to the Interstate Wildlife Violator Compact database would also be required." Does ODWC require a real-time interface? What databases are currently in use? Can you provide specifications on the interface?

Answer #6: At present, there is no direct interface. These processes are currently handled manually in the field, collected on paper, and then manually entered into our current system. ODWC is requesting real-time access to license data and temporary license/fine issuance with payment collection.

Question #7: Section C.6.1: For the Online sales, it states the vendor received \$0 per transaction. Does the current vendor truly receive no compensation for these transactions? What happens to the other \$2 (\$1 to ODWC and \$0 to vendor)?

Answer #7: The Online Sales System is currently an in-house program operated by ODWC, so no fees are assessed to ODWC as a dealer. ODWC retains \$1.00 per license code as the dealer commission. The \$3.00 Convenience Fee is retained and proceeds are to pay for administration of the Online Sales System. A solution created/hosted by a prospective vendor would likely change this, which is expected.

Question #8: Section C.6.1: For the Controlled Hunts, it states that the ODWC retains the \$5/reg fee. Does the current vendor truly receive no compensation for these transactions?

Answer #8: The Controlled Hunts Drawing is currently an in-house program operated by ODWC, so no fees are assessed. A solution created/hosted by a prospective vendor would likely change this, which is expected.

Question #9: Section H.1.5, Appendix B, Offsetting Revenue Example:

Fees of \$1.00 and \$5.00 are used as examples as fees to be charged by the vendor, so is the understanding that the max fee a vendor can charge would be

- \$1/dealer transaction
- \$3/online transaction
- \$5/Controlled Hunt Application

Is this a correct understanding of the State's meaning in H.1.5?

Would there still be a requirement to split the revenues with the State's dealers?

Answer #9: The fees stated in the example above include the Dealer Commission, Online Sales Convenience Fee, and Controlled Hunts Application Fee are not considered transaction fees in our current system. The Dealer Commission is set in statute and provides the dealer with \$1.00 for each license sold. The Online Sales Convenience Fee is a fee that allows for ODWC to pay to administer the Online Sales System, and the Controlled Hunts Application fee is set in OAC Title 800 as the cost for applying to our hunt draw.

Question #10: Section C.4.6: Tribal Compact License Issuance - licenses issued via the IPOS system to members of the Cherokee and Choctaw Nations as part of a compact signed between the tribes and the Governor's office. Currently, data is sent to ODWC and uploaded into the license database. Fulfillment would likely change using a customer management system.

As hardware is out of scope, is ODWC asking for an integration into the Cherokee and Choctaw Nations systems? Can you provide specifications on the required interface(s)?

Answer #10: Included in the proposal is an accommodation for Tribal Compacts to be a reseller of licenses with a customizable product catalog, and with the option of a bulk upload of license data.

Question #11: Section C.5.13: "Law Enforcement Data – including citations, fines, and temporary license sales. Connection to the Interstate Wildlife Violator Compact database would also be required."

Does ODWC require a real-time interface? What databases are currently in use? Can you provide specifications on the interface?

Answer #11: At present, there is no direct interface. These processes are currently handled manually in the field, collected on paper, and then manually entered into our current system. ODWC is requesting real-time access to license data and temporary license/fine issuance with payment collection.

Question #12: Section D.4.3.2.2: Flexible Design (Ability to interface w/ODWC applications)

Besides what is already outlined in section C4.6 and C.5.13, can you provide details on current applications that they would like interfaced.

Answer #12: The ODWC has numerous applications that currently use the data collected by or is used to input information into our license database and its ancillary tables. Some of these applications are written in VB,.Net, Java, and HTML5. However, all of them are connected to an MS SQL data backend. The Flexible Design that the ODWC is referring to means that we want to avoid any design aspects that will be of a proprietary nature that would not allow for interfaces to our existing or our future needs for application development.

Question #13: Appendix A, #190 "Does the solution capable of using data from multiple, disparate sources with which the solution interfaces?"

Confirming – ODWC is requiring that the ad hoc reporting solution can also report on data from Wildlife Enforcement, Cherokee/Choctaw Nations, and other non-ODWC systems?

Answer #13: First, the question contains a typo, where 'Does' should be 'Is' at the beginning of Question 190. Second, the left column of Attachment A is titled Requirements, but Vendors should answer their questions to the best of their abilities and are not considered disqualifiers. Only the items listed in in Section D.5 will be evaluated for mandatory response. Thus, ODWC views the reporting tools provided above as preferred features of the proposed solution.

Question #14: Does ODWC have an anticipated date for Contract Award?

Answer #14: The estimated date of the contract award is 3/1/2018.

Question #15: Does ODWC have an anticipated date for Go live with a new solution?

Answer #15: ODWC does not have a firm go-live date with a new solution. However, ODWC would prefer to have a new solution in place no later than 12 months from the contract award date.

Question #16: We received Appendix B. Should there be a separate document titled "Appendix A"?

Answer #16: No. Appendix A was moved into Attachment B.

Question #17: Solicitation Cover, response Due Date is stated as Jan 10, 2018.

With the upcoming holidays and wanting to give Oklahoma the best opportunity to receive an optimal solution, can the due date be extended to January 26, 2018?

Answer #17: The deadline for the solicitation will not be extended.

Question #18: Pg 12, A.43 High Technology: Does the State consider this a "high technology system"?

Answer #18: Based on the definition provided to ODWC by OMES, this is considered a high technology system.

Question #19: Pg 12 , A.45 Ownership Rights, and Pg 4, A.1.19 Definition of Utilities: If a vendor's software developed and in place for similar projects accounts for at least 50% of the software for this project (pre-existing), and portions of software developed for this project are reusable by vendor on other projects, does the State consider the proposed software as Utilities wherein the vendor grants the State a license (per A.45.1) rather than ownership to the State?

Answer #19: Yes. It is ODWC's understanding that this would constitute a solution under the definition of Utilities.

Question #20: Pg 14, B.1 Contract Terms: Given the contract is a one-year contract with 6 one-year options, should a vendor assume there would be one year for development and up to 6 years of operation?

Answer #20: The first year of contract will include development and possible implementation (depending on progress).

Question #21: Pg 17, C.3 Present Situation: Does “this section” refer to all of Section C, or what subsections?

Answer #21: Present Situation refers to section C.4-C.10, specifically.

Question #22: Pg 17, C.4.3 Help Desk: Does ODWC provide dealer help desk during business hours? It is not specifically mentioned in C.5.4 as provided by ODWC.

Answer #22: ODWC’s Help Desk currently consists of License Section employees at Central Headquarters. In addition, the current vendor provides a Technical Support phone line.

Question #23: Pg 18, C.4.6 Services to be Replaced: Would the State clarify that tribal licenses would be printed at IPOS locations and no fulfillment is required by vendor?

Answer #23: Tribal licenses are likely to be fulfilled by ODWC or specific License Dealers (Tribal offices). However, vendors may include other means of fulfillment for all licenses in their proposals (such as mailed plastic cards) and include vendor fulfillment if they choose.

Question #24: Pg 18, C.5.11 E-Check: Does “***Note: Replacement modules...” refer only the E-check or does it refer to other modules in the C.5 list (and which ones)?

Answer #24: Replacement modules can be any module mentioned in the solicitation.

Question #25: Pg 19, C.6.1 Self-Funding Model: In the new system, is vendor responsible for processing online credit card sales through their own processor, or is vendor required to use state credit card processing merchant?

Answer #25: ODWC is required to use the State’s credit card processing merchant services account.

Question #26: Pg 19, C.6.1 Self-Funding Model: What is current annual \$ volume of privileges/licenses sold, in total and by channel (including breakdown of small dealers vs. large dealers)?

Answer #26: Currently, License Section processes approximately \$28 million in non-federal annual revenue, with additional revenue processed through revenue adjustments in our Accounting Division. Our License Dealers account for \$13.5 million, Internal Sales \$8.5 million, and Online Sales \$6.1 million. Large dealers comprise \$10.5 million of our total dealer sales.

Question #27: Pg 19, C.6.1 Self-Funding Model: Current Convenience fee for online sales is \$3.00. It states that ODWC retains \$1 fee and vendor receives \$0.

(a) Who retains the remaining \$2?

(b) Does this convenience fee also cover credit card processing costs, and if so, is it processed by OMES like the Controlled Hunt Application Fee?

Answer #27: (A) ODWC retains \$1.00 per license code as the dealer commission. The \$3.00 Convenience Fee is retained and proceeds are to pay for administration of the Online Sales System. (B) Yes, proceeds cover credit card processing and it is processed by OMES.

Question #28: Page 19, C.7.1.1: Are phone sales included in the Internal sales volumes? Please clarify if vendor is responsible for handling phone sales in the new system.

Answer #28: Phone sales are included in the Internal volume. Proposals may include options for vendor phone sales (preferred) but are not required.

Question #29: Pg 20, C.7.3 Special Licenses & Commercial Permits: Is the volume of these types included in the Internal channel volume in Table 3? If so, please indicate the amount that is specific to C.7.3; if not included in Table 3, please provide volume.

Answer #29: Special/Commercial Licenses are included in the Internal channel. While not an exact volume, the Internal channel would comprise nearly entirely of Special Licenses, as ODWC offers several licenses/permits that are only available through ODWC Headquarters (Lifetime Licenses, Commercial Permits, etc.)

Question #30: Pg 21, C.12.3: In Attachment A, if a detailed response in Column B is accurate to support more than one requirement in Column A, is it acceptable to cross-reference the first detailed response as an answer in Column B, or do you prefer that the response be repeated for each requirement?

Answer #30: Column B responses that support more than one question in Column A may be cross-referenced.

Question #31: Pg 21, C.12.4, Column A Codes : Please provide further explanation of codes F and N. They imply that that the State is allowing only 6 months for initial delivery of the system. Given that similar development and integration implementations for other states have taken 12 – 18 months, would the State consider an extended implementation date to ensure a quality product that meets ODWC requirements, and if so, adjust the definition of code F and N?

Answer #31: Codes F and N refer to answers about potential features and features that are unavailable. Various solutions offer different components, so Codes F and N allow ODWC to determine the amount of customization that will be needed based on a vendor’s proposal and the ability of a vendor to develop the respective component in the future. The expected delivery time on the entire project is longer than six months, but Codes F and N provide ODWC with an indication of what features a vendor’s solution already contains.

Question #32: Pg 22, C.13.4 IPOS: Please confirm that as per C.4.2 all license dealers and ODWC provide their own computer, printer, paper and internet access, and the new vendor will not provide any sales supplies, internet connectivity or dealer equipment.

Answer #32: This is correct.

Question #33: Pg 22, C.13.6 Specialty Licenses: Are there specialty licenses/commercial permits that ODWC wishes to include in the new system and which cannot be issued on plain paper? If so, how does ODWC anticipate handling fulfillment in the new system?

Answer #33: Yes. Several special permits are currently printed on plastic cards. For fulfillment, ODWC is open to different options based on proposals. These can include, but are not limited to, in-house fulfillment or vendor fulfillment as well as paper, plastic, and electronic deliverables.

Question #34: Pg 23, C.15.3 Agent Management:

(a) Please provide monthly Help Desk call volumes for vendor's dealer help desk for the past 2 years, and for ODWC help desk (with breakdown by customers vs. dealers if possible).

(b) For dealer and customer support in the new system, would the State consider allowing vendor to operate the Help Desk less than 24x7 to control costs?

Answer #34: (a) ODWC's License Section receives an average of 4,000 calls each month, with roughly 20% of those calls coming from license dealers. (b) Help Desk hours may be provided at the bidder's discretion and will be evaluated based on best value, with emphasis on customer support outside of ODWC business hours.

Question #35: Pg 23, C.16.2 Game Check: How do customers identify themselves in the current E-check system?

Answer #35: Customers currently identify themselves using their name, date of birth, and address.

Question #36: Pg 24, C.16.8: Does the State require a downloadable mobile application or is a functioning responsive design for the mobile sales channel acceptable?

Answer #36: ODWC will accept either option.

Question #37: Pg 26, D.4 Criteria: What evaluation criteria and scoring will be applied when evaluating this proposals? What percentage of the evaluation will be cost?

Answer #37: This information will not be disclosed during the bidding process.

Question #38: C.2 refers to Supplement E. Where can bidders access Supplement E?

Answer #38: This will be uploaded to the Solicitation page immediately.

Question #39: There are several references in the solicitation to Appendix A (D.2.6, F.7.2, Attachment B's issue #2) but no Appendix A was provided. Is there an Appendix A for this solicitation, and if not, please clarify the references.

Answer #39: Appendix A was initially the Service Level Agreements portion. It has been merged with Attachment B.

Question #40: Pg 26, D.2.6 Table 2 Proposal Format:

i. Please explain the Response Version column. Are the Technical Response, Contract, Appendices, Cost and Redacted each to be a different document/file, with 4 tabs in the Technical response?

ii. For the response section "Contract & Appendix A" you refer to Appendix A being SLAs, which is actually provided for this solicitation in Attachment B. Should this response section be labelled "Contract & Attachment B" since there is no Appendix A?

iii. For Appendices response section, since there is no Appendix A and Appendix B is not included here, is it correct that only information the Vendor may wish to include is placed here? And per RFP, D.2.5 Page Limitation, Pg 26, is the Appendix that includes optional information Vendor may wish to submit part of the 125-page limit?

Answer #40: A) For each Section, provide a separate tab. B) Please refer to Appendix A as Attachment B, as it was merged. C) Correct, optional information may be included as appendices are now separated. Appendices are not counted under the page limit.

Question #41: D.2.1 requires bidders to adhere to the specific proposal format in D.2.6 Proposal Format, but E.13 Bid Deliverables and F - Checklist give different, redundant and conflicting guidance on response format. Please provide additional instructions on the preferred organization of a compliant bid that best supports the evaluation committee's ability to identify required elements, review and compare proposals per D.4.

Please explain how the D.2.6 format specifications/deliverables are to be integrated with the requirements of E.13 Bid Deliverables. The 2 sections are sometimes in conflict, and some response items are listed in one of these sections but not the other. For example:

1. E.13.1(a) requires a Letter of Introduction. D.2.6 requires a signed cover letter. Should/can these be combined into one letter?

2. E.13.1(e) is for exceptions to terms and conditions, which is also requested in D.2.6 Contract and Appendix A [sic] response section. Also, E. 13.6 asks for completed Attachment B (which includes SLAs). Furthermore, F.7 also requires SLA information. Where should comments on terms & conditions and SLA information be placed in a compliant response?

3. D.2.6 Contract and Appendix A [sic] indicates to include Escrow Agreements, for which E.13 does not specify a location. Please clarify.

4. E.13.2 is for references in Attachment C, although D.2.6 requires Attachment C and a response to Section F in the Technical response, Vendor Profile Section. Please advise.

5. E.13 is silent on where to include response Section F. Please advise.
6. E.13.3 is for Vendor Information. Can/Should the D.2.6 Vendor Profile information from Section F be included here?
7. E.13 includes no request for the Executive Summary required in D.2.6. Should this summary be provided and where?
8. E.13.3 Company Info, Pg 33: This requires a statement of financial stability be provided. However, F.2 Financial Information requires a list of specific information be provided. Is the information in F.2 to be provided in E.13.3?
9. F.1 Checklist, Pg 35: Where in the response format/deliverables is the information in response to Section F to be included? It appears parts are appropriate to Sections Two, Three and Four.

Answer #41: Section D 2.6 is in reference to the format needed for the Bid Deliverables in E.13.4. As long as you comply with Section E 13 and include all of the Attachments listed on the Solicitation page, this will be sufficient. Letters can be combined and additional information not included in Section E but noted in the Checklist (F) can be submitted in an additional Appendix or added in Section E subsections where applicable. For example, Escrow Agreements can be placed in the Bidder Agreements subsection of E13.6.

Question #42: Pg 29, D.5.10: Where in the proposal do you prefer that the acknowledgement on ODWC's right of data ownership be included by bidder?

Answer #42: This can be placed in E 13.6 - Bidder Agreements.

Question #43: Pg 30, D.5.13: What is meant by "technical section of the Bid"?

Answer #43: For this purpose, refer to Attachment A.

Question #44: Pg 37, F.9.5 Team Resumes: D.2.5 states that resumes are limited to 2 pages each. Are the responses to 9.5.1 – 9.5.3 required to be included in the 2 page limit for the related resumes?

Answer #44: No. They are not include in the page limit.

Question #45: Pg 31, E.3.3 Submission of Bid:

(a) Please define "the Bid". Does this refer to all of response sections except Pricing which is to be in a separate sealed envelope (per E.3.4)?

(b) Does "1 electronic document" mean that all portions of the bid (except pricing) must be in one document and one document format, or is it acceptable to provide separate, clearly-marked files that comprise all required bid portions (in order to manage size of submission)?

(c) E.3.3.5: The reference to "single sealed envelope" is confusing since 2 envelopes are required. (i) Please confirm that one sealed envelope is to be labelled as "Original" (E.3.3) and the separate sealed pricing envelope is to be labelled "Price/Cost" (E.3.4). (ii) Is it acceptable to put both sealed, labelled envelopes in one package to support delivery of complete proposal?

(d) Is it correct that Appendix B, Instructions Tab, #6 directive to provide a printed copy supersedes instructions given in E.3?

(e) Is it correct that the only printed copy submitted is Appendix B and the rest of the proposal response is electronic format only?

Answer #45: A) Yes. B) The bid should be in one electronic document, with sections clearly defined, and pricing included separately. C) As long as the 'Original' and 'Price' are separated, they can be put in one package. D) Electronic copies are acceptable, so follow guidelines in E.3. E) Whereas E.3 requires an electronic copy, a printed copy request in the Appendix B instructions can be disregarded.

Question #46: Pg 38, Section H.1.5 (and Pg 29, D.5.8) state the primary source of funding will be the agent fee earned by the vendor as online agent. However in section C.5.1, subsection C.5.5, states that ODWC currently supplies this functionality and may or may not be replaced depending on vendor's proposal.

(a) Will online sales definitely be conducted by vendor in the future?

(b) Under the current system, would the agent's fee be the \$3.00 fee or some other amount?

(c) How are credit card fees factored into the online agent fee?

(d) Since the agent fee for online sales is not retained by the current vendor it would be a new revenue source, but clarify that it is acceptable for the agent fee to be in addition to a vendor service fee for licenses sold via dealers.

Answer #46: A) ODWC would prefer proposals to include Online Sales as a vendor-hosted feature. B) The \$3.00 fee is a Convenience Fee assessed for Online Sales in order to support maintenance of the application. However, proposals can include transaction fees that are similar. C) Currently, credit card fees are separate from the online agent fee. D) Currently, dealer sales and online sales are completely separate. The Convenience Fee for Online Sales is not charged at license dealers, nor is the Service Fee charged via Online Sales. The Convenience Fee should not be assessed outside of Online Sales.

Question #47: Attachment B, Standard Agreement, Issue 1: Does this refer to Sections 5, 6, 7, and 8 defined in E.13?

Answer #47: This is correct.

Question #48: Appendix B, Pricing: In several tabs a large arrow and text of a partial comment appear. Please indicate if this is to be ignored or explain the purpose and response.

Answer #48: This can be ignored.

Question #49: Attachment D: (a) Does Attachment D provide the same information as found in Appendix B Pricing on the Instructions tab? (b) H.1, Pg 37, indicates that Attachment D should be used for submitting pricing data, but Appendix B is the Excel spreadsheet. Please clarify.

Answer #49: A) Yes. B) Attachment D is a copy of the Pricing Instructions.

Question #50: Pg 37, G. Other: Does this discount question apply to this solicitation, and if so, where in the response is Vendor required to provide this information?

Answer #50: Only if the vendor is offering an early payment discount. This information can be provided in a separate section of the proposal.

Question #51: Attachment C, References: F.4 requires indicating if vendor is prime contractor or sub, and noting individuals who worked for the reference project who will be assigned to the ODWC project. Is it acceptable to create new cells in each reference for this information, or where should the information be included (in Attachment C or elsewhere in response)?

Answer #51: Project Manager and Contract Manager for the Vendor, as outlined in Attachment C, will be sufficient.

Question #52: Attachment B: Issue 4:

(a) A.1.7 states that "Contract" means this solicitation, but we cannot locate the definition "2.Y" referenced in issue #4. Please advise.

(b) Issue 9: Where is section 2.O and the list of Mandatory requirements?

Answer #52: A) Use the definition of Contract as listed in A1.7 and the reference 2.Y will be voided. B) This question can end with the phrase 'listed in the RFP' as the contents of Section 2 have been incorporated into the main document and the reference to 2.O will be voided.

Question #53: Attachment D:

(a) Does Attachment D provide the same information in pdf as is found in Appendix B Pricing on the Instructions tab?

(b) H.1, Pg 37, indicates that Attachment D should be used for submitting pricing data, but Appendix B is the Excel spreadsheet. Please clarify.

Answer #53: A) Yes. B) Attachment D is a copy of the Pricing Instructions.

Question #54: Due Date of January 10, 2018 only allows just over 30 days to prepare a response. Would the State consider extending the deadline to allow vendors adequate time to prepare and deliver a more comprehensive proposal?

Answer #54: The deadline for the solicitation will not be extended.

Question #55: Attachment A, Item 164:

Does your solution provide live operator assistance (via a toll-free phone number provided by the Vendor) between 8:30 AM and 5:00 PM Eastern Monday through Friday (except national holidays) during the time of the year when applications are being accepted? Operator to perform the following:

- Provide general and technical assistance to those applicants in need of help
- Issue refunds when approved by ODWC or when determined to be an erroneous charge
- Answer questions from ODWC staff and hunt managers about the status or history of a particular applicant
- Answer questions from an applicant about their application history, their selection status, etc.

Please confirm that all of these call types/sources would be delivered to the vendor via a single toll-free number.

Would the State continue to be the Resporg for the current number and have it (or them) redirected to the new provider?

Answer #55: The live operator Help Desk would be a single toll-free number, with a new contact number required once the contract is awarded.

Question #56: SecurityCertification-R.xlsx was added as an amendment to the initial RFP release. On this document, can you provide broader definitions of the "Maturity Rating" criteria? Where in our submission should this document be included?

Answer #56-1: Put this with all the other forms in your technical response.

Answer #56-2: Here is the broader definitions of the "Maturity Rating" criteria:

Maturity Level 1 - Initial

At maturity level 1, processes are usually ad hoc and chaotic. The organization usually does not provide a stable environment. Success in these organizations depends on the competence and heroics of the people in the organization and not on the use of proven processes.

Maturity level 1 organizations often produce products and services that work; however, they frequently exceed the budget and schedule of their projects.

Maturity level 1 organizations are characterized by a tendency to over commit, abandon processes in the time of crisis, and not be able to repeat their past successes.

Maturity Level 2 - Managed

At maturity level 2, an organization has achieved all the specific and generic goals of the maturity level 2 process areas. In other words, the projects of the organization have ensured that requirements are managed and that processes are planned, performed, measured, and controlled.

The process discipline reflected by maturity level 2 helps to ensure that existing practices are retained during times of stress. When these practices are in place, projects are performed and managed according to their documented plans.

At maturity level 2, requirements, processes, work products, and services are managed. The status of the work products and the delivery of services are visible to management at defined points.

Commitments are established among relevant stakeholders and are revised as needed. Work products are reviewed with stakeholders and are controlled.

The work products and services satisfy their specified requirements, standards, and objectives.

Maturity Level 3 - Defined

At maturity level 3, an organization has achieved all the specific and generic goals of the process areas assigned to maturity levels 2 and 3.

At maturity level 3, processes are well characterized and understood, and are described in standards, procedures, tools, and methods.

A critical distinction between maturity level 2 and maturity level 3 is the scope of standards, process descriptions, and procedures. At maturity level 2, the standards, process descriptions, and procedures may be quite different in each specific instance of the process (for example, on a particular project). At maturity level 3, the standards, process descriptions, and procedures for a project are tailored from the organization's set of standard processes to suit a particular project or organizational unit. The organization's set of standard processes includes the processes addressed at maturity level 2 and maturity level 3. As a result, the processes that are performed across the organization are consistent except for the differences allowed by the tailoring guidelines.

Another critical distinction is that at maturity level 3, processes are typically described in more detail and more rigorously than at maturity level 2. At maturity level 3, processes are managed more proactively using an understanding of the interrelationships of the process activities and detailed measures of the process, its work products, and its services.

Maturity Level 4 - Quantitatively Managed

At maturity level 4, an organization has achieved all the specific goals *of the process areas assigned to maturity levels 2, 3, and 4 and the *generic goals assigned to maturity levels 2 and 3.

At maturity level 4 Subprocesses are selected that significantly contribute to overall process performance. These selected subprocesses are controlled using statistical and other quantitative techniques.

Quantitative objectives for quality and process performance are established and used as criteria in managing processes. Quantitative objectives are based on the needs of the customer, end users, organization, and process implementers. Quality and process performance are understood in statistical terms and are managed throughout the life of the processes.

For these processes, detailed measures of process performance are collected and statistically analyzed. Special causes of process variation are identified and, where appropriate, the sources of special causes are corrected to prevent future occurrences.

Quality and process performance measures are incorporated into the organization's measurement repository to support fact-based decision making in the future.

A critical distinction between maturity level 3 and maturity level 4 is the predictability of process performance. At maturity level 4, the performance of processes is controlled using statistical and other quantitative techniques, and is quantitatively predictable. At maturity level 3, processes are only qualitatively predictable.

Maturity Level 5 - Optimizing

At maturity level 5, an organization has achieved all the specific goals of the process areas assigned to maturity levels 2, 3, 4, and 5 and the generic goals assigned to maturity levels 2 and 3.

Processes are continually improved based on a quantitative understanding of the common causes of variation inherent in processes.

Maturity level 5 focuses on continually improving process performance through both incremental and innovative technological improvements.

Quantitative process-improvement objectives for the organization are established, continually revised to reflect changing business objectives, and used as criteria in managing process improvement.

The effects of deployed process improvements are measured and evaluated against the quantitative process-improvement objectives. Both the defined processes and the organization's set of standard processes are targets of measurable improvement activities.

Optimizing processes that are agile and innovative depends on the participation of an empowered workforce aligned with the business values and objectives of the organization. The organization's ability to rapidly respond to changes and opportunities is enhanced by finding ways to accelerate and share learning. Improvement of the processes is inherently part of everybody's role, resulting in a cycle of continual improvement.

A critical distinction between maturity level 4 and maturity level 5 is the type of process variation addressed. At maturity level 4, processes are concerned with addressing special causes of process variation and providing statistical predictability of the results.

Though processes may produce predictable results, the results may be insufficient to achieve the established objectives. At maturity level 5, processes are concerned with addressing common causes of process variation and changing the process (that is, shifting the mean of the process performance) to improve process performance (while maintaining statistical predictability) to achieve the established quantitative process-improvement objectives.

Answer #56-3: This form should be located in Section Eight-Security Assessment of the Bid Deliverables. This is listed in Section E.13.8. of the RFP.

Question #57: Attachment B, Item 9 states "Do you affirm that your response meets all of the Mandatory requirements listed in section 2.O.?" Can you please provide more information as to the location and / or content of "Section 2"?

Answer #57: This question can end with the phrase 'listed in the RFP' as the contents of Section 2 have been incorporated into the main document and the reference to 2.O will be voided.

Questions #58: Pg 22, C.14 Product Management: Are non-license items handled through the Outdoors Store (C.2)? Are these items all sold directly to customers and fulfilled by ODWC or also available through dealers?

Answer #58: Items sold through the Outdoor Store are fulfilled via ODWC, as well as a magazine subscription service used for online ordering the Outdoor Oklahoma magazine. Dealers can sell subscriptions to the magazine, but items are not fulfilled at dealer locations.

Question #59: In the Solicitation, there is no request for hard copies of responses other than the pricing (D.2.6) to be in a separate envelope with a CD/USB.

Yet, in the Q&A, there are several references to separate "Tabs". Should these be taken to indicate file structure on the USB?

Please confirm: other than a hard copy of Appendix B (in a separate envelope) there is no hard copy required for a compliant and preferred submission.

Answer #59: We are not requiring a hard copy of the solicitation response or for Appendix B.

Yes, this is the format you should use for the file structure on the USB.

Question #60: Attachment C only requests the client's/reference's PM and Contract Manager. F.4 requests the bidder's/vendor's staff who worked on the reference project, and whether prime/subcontractor. Can this information be provided in Appendix C by adding the appropriate cells to the response table or should the information required in F.4 be inserted elsewhere in the bid?

Answer #60: Bidder Staff can be provided by adding appropriate cells to References 1-3. If staff is the same for all three references, a second page documenting the staff information is sufficient.

Question #61: Regarding D.2. exclusions from the 125-page limit request: Is response to Section Five considered exempt as an attachment/appendix if a URL is not cited?

Answer# 61: If this question refers to part five of the table in D2.6, Contract & Appendix A (aka Attachment B), this would be exempt from the 125-page limit as an attachment or appendix. If not, please provide clarification and references to URLs not cited in order to better answer this question

Question #62: Pg 18, C.5.6 regarding Hunter Ed/Cert module:

A. Is it anticipated that the training course will be provided by a third party, the awarded vendor for this contract or ODWC?

B. Are there any defined course requirements other than IHEA standards, such as if bowhunting is included, are languages other than English required?

C. Will you require assignment of course copyright to ODWC - do you consider this a "work for hire" deliverable (as suggested by A.45.)?

D. Do you expect to purchase bespoke course development? If so is it an option to recover development costs through the Appendix B pricing mechanism?

E. Since the course is free to students, is it an option to recover fees for each student through the Appendix B pricing mechanism?

F. Will the course be exclusive, or do you expect the platform to integrate with other 3rd party courses?

G. Are printed materials for in-person courses required to match the online course?

H. Will this capability be part of the evaluation scoring?

I. Are there any other services related to Hunter Ed that are required, such as online provision of replacement HE cards?

Answer #62

- A. It is anticipated that a third party will provide the training course, and that the awarded vendor would then interface/integrate with that third party for the purpose of creating customer identification records.
- B. In the event the awarded vendor also provided the development/framework/training course for the ODWC's hunter education program, the course would be created in English under the supervision of ODWC hunter education coordinator, based on content provided by the ODWC in accordance with the guidelines of IHEA standards.
- C. No, the ODWC would not require course copyright.
- D. No, the ODWC does not expect to purchase bespoke course development, but is willing to consider vendor proposals for development and cost recovery options.
- E. It has been the tradition of the ODWC to not charge students for the course and that is generally the agency's anticipation for the future, but the agency is willing to consider vendor proposals for recovering fees for students through the Appendix B pricing mechanism.
- F. The course need not be exclusive, although the existing course and content is state-specific. The agency anticipates using a third party (separate from the awarded vendor) to provide the hunter education experience and training course that would in turn integrate with the solution provided by the awarded vendor.
- G. Printed materials for in-person courses are not required to match online course content.
- H. The evaluation looks primarily for the minimum capability of the proposing vendor to integrate/interface with a third party hunter education solution. Any proposal to offer fully integrated development/framework/training courses within the vendor's solution would be viewed and evaluated as a potential value-added option.
- I. Outside of services such as registration, implementation, course provision, hunter education number issuance, customer identification records, etc, no other services would be required related to hunter education. However the ODWC is willing to consider vendor proposals options like hunter education card replacement, etc.

Question #63 Pg 8, A.23.1.g requires awarded vendor to have obtained a sales tax permit. OMES Form 076 to be submitted with response asks for Sales Tax Permit # or reason for exemption from permit; no option is offered for obtaining a permit upon award (instead of obtaining the permit prior to bid submission as is offered related to registration with SOS). Is it required that bidder obtain a sales tax permit number before submitting bid?

Answer #63 - Per A.23.1 "if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended." Meaning that the bidder can submit a bid without the Sales Tax Permit but award will not be made until then.

Question #64 Please elaborate on what is meant by "this" in "would likely change this".

Is the Convenience Fee amount of \$3 not expected to change?

Is the Convenience Fee or a portion thereof able to be proposed by Vendor as a source of funding for operating the online sales system instead of ODWC?

Are the OMES credit card fees required to be paid out of the Convenience Fee? If so, the higher the amount of the license fee, the more is paid for credit card processing meaning less is available for Vendor funding (since the Dealer Commission and Convenience Fee are set rates but the amount due for credit card processing is based on license fee.)(Follow up to Question #4)

Answer #64

- A) The Convenience Fee for the new system can be determined by the vendor. However, Convenience Fees must be approved by a State governance board before implementation.
- B) The Convenience Fee may be proposed as a source of funding for operating the online sales system.
- C) OMES credit card fees would be paid if the vendor uses the State credit card processor, which is not required. Vendors may use their own credit card processor to manage costs.

Question # 65 Please clarify "included in the proposal is ..." – particularly the proposal to which you refer. We were unable to find any information or specifications in the RFP related to providing a customizable tribal product catalog. Is it correct to assume that providing ODWC with a customizable product catalog would provide the desired functionality? (follow up to Question#10)

Answer #65 To clarify, the RFP documents indicate the selling of Tribal Compact licenses. ODWC is currently involved in two tribal compacts, with the possibility future compacts to be added. A customizable product catalog provide by the vendor that would add the tribal licenses would provide the desired functionality. In addition, annual renewals are performed using a bulk data upload to our license database. This is performed at an administrator level, with data files securely transferred and licenses generated via a print routine. ODWC prefers to have both options available.

Question #66 Please provide additional information regarding the desired functionality for Law Enforcement regarding:

- temporary license issuance
- fine issuance
- payment collection
- (Follow up to Question #11)

Answer #67 ODWC Game Wardens currently operate using a manual paper issuance of administrative fines and temporary licenses, along with a mail-in payment delivery system. Fines and temporary licenses are currently in sequentially numbered books and are assigned to specific wardens when books are ordered, creating an inventory. Proposals should include electronic issuance of temporary licenses and administrative fines, as well as the ability to collect payment electronically via mobile device. This will limit the liability of paper inventories, as well as provide automatic payment options for sportsmen.

Question #67 What type of Technical Support is provided and to what user types? (follow up to Question#22)

Answer #67 Current vendor technical support is limited to license dealers concerning programmatic issues with the current system.

Question #68 Does this mean that in the new system the online sales service that Vendor provides is required to use of the State's credit card processing (through OMES) for all online license sales and the Vendor is not responsible for paying any credit card merchant fees?

In Attachment A #77 the question implies that other options are to be included in an answer (who is the merchant account holder for each sales channel). Please explain(Follow up to Question #27)

Answer #68 ODWC is required to use the State's processor, per ODWC's current agreement. Vendors are not required to use the State's credit card processor for the new system.

Question #69 Is your answer regarding customer support hours intended to indicate a preference that ODWC to handle customer support during business hours?(Follow up to Question #34)

Answer #69 ODWC understands that a 24x7 customer support line may be cost-prohibitive. Thus, vendors are encouraged to include after-hours support in their proposals in order to manage costs. However, as the solution will be developed by the vendor, a technical support line is desired for programmatic issues.

Question #70 The question refers to E.13.5 which is Section Five of the response. Are the VPAT forms considered to be exempt from the page limit request? (Follow Up to Question #61)

Answer #70 The VPAT forms are exempt from the page limit request.

Question #71 C.6.1: Approximately what % of transactions have vendor fees at \$0.25 and what % of transactions have vendor fees \$0.50? in 2016? In 2015?

Answer #71 For 2016, approximately 51% of license dealer transactions were from small dealers (\$0.25 fees) and 49% were from large dealers. For 2015, the percentage of small vs. large was 52% and 48%, respectively.

Question #72 Of the 90,000 tribal licenses, how many are issued online vs license dealers?

Answer #72 Tribal licenses are entirely issued using our license dealer system. However, we incorporate a bulk upload process for these licenses. Data files of qualified tribal members are electronically sent to ODWC for processing and fulfillment.

Question #73 Can the vendor charge fees for controlled hunt applications? We understand that applicants pay \$5, but would Oklahoma allow vendors to charge an online convenience fee in order to manage the online applications?

Answer #73 Current statute locks in the \$5.00 application fee. However, the section Oklahoma law allow for the addition of any other fees authorized by law. Currently, the Convenience Fee is only used for the Online Sales program but is authorized by law. The addition of such a fee to Controlled Hunts could be added, but would require approval from a State governance board prior to implementation.

Question #74 What were the total dealer commissions (net of vendor fees) and vendor fees paid in 2015? In 2016?

Answer# 74 In 2015, the net dealer commissions totaled \$465,620. For 2016, commissions were \$461,769. Vendor fees for 2015 were \$48,240 and totaled \$47,358 in 2016. This only includes the POS system used by our license dealers. The ODWC does expect that vendors who respond to this RFP will be cognizant that the \$1.00 dealer commission is covered in state law and that the current fees that the dealers forfeit from their commissions (\$.25 and \$.50) is part of their dealer agreement and is recommended.

Question #75 Does successful bidder receive full amount of dealer commission for "online" transactions?

Answer #75 Currently the amount of the dealer commission that is forfeited by the dealer is retained by the vendor to support the IPOS system operations, systems, support, and development. The online internet sales currently are run in-house and the dealer commission associated with the Online Sales application is retained by the ODWC (who is the vendor for this application). The \$3 convenience fee is also retained by the ODWC. Looking ahead to a new license system that incorporates our dealer sales, internet sales, and office sales, it is expected that there will be some changes needed to support the proposed license system. However, what must remain unchanged due to state law is the \$1.00 dealer commission amount for license dealers.

Question #76 Is ODWC open to sharing the convenience fees and controlled hunt application fees with Vendor?

Answer# 76 The ODWC is open to a fee structure such as may be necessary to provide his service to our customers. However the Oklahoma state law currently states that the ODWC is authorized to impose an application fee up to but not to exceed \$5.

Question # 77 (C.7.1) Currently does Vendor receive any fees for transactions that are "internal"? Does ODWC see "internal" transactions generating any fees for successful RFP responder?

Answer #77 Currently, the Vendor only maintains the POS system used by our license dealers. Internal and Online Sales transactions are handled by ODWC using existing programs, with ODWC retaining \$1.00 office profit per each license sold (both channels) and a \$3.00 Convenience Fee (Online Sales only).

Question #78 C.6.1: Per this section there is a \$1 License Dealer Commission. Is the \$1 commission charged as a separate fee to the customer or is it paid from the total license fees?

Answer #78 The \$1.00 dealer commission is set in statute as a fee added to the statutory fee of hunting or fishing licenses to make up the retail price. An example would be a Resident Deer Archery license sold for \$20.00, with the license fee set in statute at \$19.00, with a dealer commission of \$1.00.

Question #79 C.7.1.1 its stated that there is a downward trend in license sales but the table in section C.7.1 shows license volume growing every year since 2013 with a significant jump in 2016 due to tribal compact licenses. Do we expect the volume to decline from 2016 volumes and if "yes" then what does ODWC expect the number of transactions to be in 2017 and 2018 excluding tribal licenses?

Answer #79 This table indicates the number of privileges sold (including free permits) over the respective years, but trends regarding overall license sales show stagnation with the exception of Resident Fishing and Deer Archery licenses. The large increase in 2016 was due to the issuance of over 100,000 tribal compact licenses. These compacts are renewed every three years and can't be considered permanent license volume, so the note was meant to indicate inflation based on this injection of compact license volume. ODWC does not currently have projections on 2017/18 licenses at this time.

Question #80 C.7.1: Are the volumes shown in the table privilege counts or transaction counts? Example: if a person purchased 1 hunting license and 1 fishing license from a Walmart at the same time that would be 2 privileges but only 1 transaction. Are the fees described section C.6.1 per transaction or per privilege?

Answer #80 Volumes shown in the table are for licenses by privilege. Fees described in C6.1 are per privilege, except for the Convenience Fee (charged once per license sale) and Controlled Hunt Application Fee (currently one \$5.00 person).

Question #81 Does the successful RFP responder have any physical fulfillment obligations for license/tags/hunt applications/harvest reporting etc.? It appears that all fulfillment obligations can be satisfied electronically but we just want to confirm.

Answer #81 Fulfillment obligations can be satisfied electronically. However, additional fulfillment options, such as mailing plastic cards, can be offered as a value-add service and included in vendor proposals.

Question #82 Pg 13, A.46 Escrow: Some state agency clients have a preferred escrow agent who they already utilize on other projects. Does ODWC have an existing escrow agent relationship or is it Vendor's choice (with ODWC approval)?

Answer #81 If the Escrow Agent and supplier meet the requirements set in A.46 and Title 62 O.S. § 34.31, the supplier can utilize the agent if their choosing.

Question #82 Pg 19, C.6.1: How much did the current Vendor receive in service fees – as a total annual amount, and how much was from large vs. small dealers?

Answer #82 Last year, the current Vendor received \$47,358 in service fees from license dealers, with the large/small dealers comprising a 48% and 52% split, respectively.

Question #83 Pg 19, C.6.1: Please help clarify the current fee structure by providing an example of the online sale of one license item – the license fee paid by customer, the dealer commission amount (is this separate from license fee or retained from the license fee?), the convenience fee amount, the amount of the credit card processing fee (and from where that amount is paid - the convenience fee?) as well as any other relevant fee/funding information.

Answer #83 *relevant fee/funding information.*

An example of an online sale for a Resident Deer Archery license is as follows:

- \$19.00 License fee
- \$1.00 Dealer Commission (ODWC office profit)
- \$3.00 Convenience Fee
- Total Cost to Sportsman: \$23.00
- Credit Card Processing Fee (Paid by ODWC): Percentage varies based on card type

Question #84 Pg 23, C.15.3 indicates ODWC wants first-level Help Desk support for dealers and customers to be provided by Vendor 24x7.

Please clarify regarding specific Help Desk user types.

A. Since Vendor becomes the provider of online/mobile sales services, is it preferred that online customer support be provided directly to customers by Vendor?

B. Regarding general customer inquiries (not specifically related to sales or new system), we assume ODWC will continue to staff a hotline to answer these calls directly. However, is it anticipated/preferred that these calls be handled by Vendor outside of ODWC business hours?

C. Is it preferred that Vendor handle all dealer assistance calls even during ODWC business hours, with referral to ODWC as needed during business hours?

D. Attachment A #164, Provide general and technical assistance to those Controlled Hunt applicants in need of help: Is this a service ODWC prefers vendor provide?

E. A previous answer indicated that options for vendor phone sales are preferred but are not required to be offered. Please confirm that phone sales by vendor are not required in the base offering in response to Att. A #132: proposed division of Help Desk responsibility between ODWC and Vendor.

Answer #84 A. For technical questions regarding the solution, it is preferred that online customer support be provided by the vendor.

B. ODWC will continue to staff its License Section regarding license requirements, regulations, etc. Outside of business hours, ODWC is looking for technical support regarding program issues online and/or license dealer support.

C. As the developer and host of the solution, it is preferred that technical assistance is provided by the vendor. Any other assistance calls can be referred to ODWC.

D. Similar to the answer above, technical assistance is preferred by ODWC to be provided by the vendor.

Question # 85 Pg 31, E.3.6, OMES Form 076: Is the Supplier ID a number assigned by the State of Oklahoma, and if so, is it acceptable to leave it blank if a Supplier ID has not been assigned?

Answer #85 If the responding bidder has not registered with the State to receive a vendor (Supplier) ID then this will be left blank.

Question #86 FOLLOWUP to B: Is there an intentional terminology difference between Convenience Fee and transaction fee here? In the new system would a fee that Vendor proposed in addition to the dealer commission fee or service fee be the Convenience Fee?

Answer #86 Yes, there is a terminology difference between Convenience Fee and Transaction Fee. Under Oklahoma State Law, Convenience Fee is defined as a fee charged to partially compensate for costs incurred as a result of providing for a manual transaction or an electronic or online transaction if authorization is approved. Currently, the only Transaction Fees ODWC pays are for the Merchant Services Account and the Convenience Fee is only used for Online Sales and not dealer sales. Fees proposed by the Vendor for the new system outside these and the Dealer Commission could be considered Transaction Fees, depending upon its application. All fees must be approved prior to implementation.

Question #87 Attachment A #73: Please give examples of the type of batch processing this question refers to.

Answer #87 Currently, the only batch processing conducted by ODWC is for credit card transactions (ACH, #74). However, if there are additional batch processing routines available for proposal, please include them in #73.

Question #88 Attachment A #214: Does this refer to issuing administrative fines or collecting them?

Question # 89 Attachment A: It is unclear what the answers in Column A represent related to pricing. While ODWC is evaluating bids on a "best value" basis, the Vendor is still compelled to balance the components being offered against the self-funding model. Is it implied that a "Yes" answer (Y or F) means Vendor is including that functionality in the bid and pricing? If not, how is bidder to designate what is included vs. what is available but not included in pricing?

Some examples of the "Does your solution?" dilemma might include

- o Game Check features (C.16.2 indicates vendors can include a new E-Check or interface with existing)
- o Controlled Hunt Drawings
- o Citations to be entered by Law Enforcement (#213)
- o Functionality not yet developed.

Answer #89 Yes, it is implied that a 'Yes' answer means the Vendor is including that functionality in the bid and pricing. Minimum standards for the examples mentioned, not including Law Enforcement (which is required), include interfacing with ODWC programs. Vendors may provide new modules to replace existing programs (e.g. Game Check) but should indicate the difference in cost regarding interface vs. replacement.

Question #90 Appendix B – Pricing: Our interpretation for pricing is that the pricing components total for each year on the Pricing Total Tab should equal the offsetting revenue total for each year under the Offsetting Revenue Detail tab. Is this the correct assumption? If not, what would the rationale be for these totals not to agree?

Answer #90 This is correct.

Question #91 Can you confirm how Table D.2.6 relates to the deliverables in both E.13 and Section F? The order listed for the deliverables in E.13 varies greatly from D.2.6. As for Section F, please confirm these items are to be added as an additional appendix provided they are not all covered in either D.2.6 or E.13?

Answer #91 Section D 2.6 is in reference to the format needed for the Bid Deliverables in E.13.4. As long as you comply with Section E 13 and include all of the Attachments listed on the Solicitation page, this will be sufficient. Letters can be combined and additional information not included in Section E but noted in the Checklist (F) can be submitted in an additional Appendix or added in Section E subsections where applicable. For example, Escrow Agreements can be placed in the Bidder Agreements subsection of E13.6.

Question #92 PG 30, H.1.3 asks that pricing be accompanied by additional info (H.1.3.1 – 5). Is this to be provided in a separate document submitted with Appendix B?

Answer #92 Yes, an additional document is sufficient.

Question #93 Appendix B: In the Instructions Tab regarding Offsetting Revenue Detail, it requires vendors to describe the revenue opportunity and forecasting assumptions, and the Offsetting Revenue Example includes this information. However, the Offsetting Revenue Tab in Appendix H is locked and only the yellow cells are available for entry. Where should the descriptions be provided – in a document separate from Appendix B?

Answer #93 Yes, an additional document is sufficient.

Question #94 In Appendix B, point 3 states the "Vendor may propose transaction fees that are equal to or less than the current fee amounts as outlined in the RFP Section 4.C. – Self-Funded Model. Vendor may not propose fees that are higher than the current fees. Transaction fees other than those identified in Section 4.C may be proposed by the Vendor, but must be approved by ODWC before implementation." This is assumed to be referring to Section C.6.1, not 4.C

The fees listed in C.6.1 are a Licenses Dealer commission for IPOS of \$1.00, Online Sales of \$3.00 and Controlled Application Hunt for \$5.00. Is this meant that our pricing must be at or less than those fees for those types of transactions? If, for example, we charged \$3.00 for an online sale, is it correct to assume we would receive that full \$3.00 and not have any split with the OWDC as we are now running the fully integrated system (moreover we would receive 100% of all of these fees?)

Are we also allowed to include other fees such as "online processing" in addition to the current fee amount s outlines in C.6.1? Is there a limit on these other fees?

Answer #94 Currently, the \$1.00 Dealer Commission and \$5.00 Controlled Hunt application are set in statute. The Convenience Fee (currently Online Sales only) of \$3.00 is not set by statute, but any changes must be approved by a governing board of the State. Service Fees are not set by statute, but are part of the current dealer agreement signed between license dealers and the current vendor.

Question #95 Section A.5. Legal Contract states that proposals submitted are rendered as a legal offer and when accepted by the State, constitute a contract. However, in a latter section, it states that negotiations will be held with the successful bidder to negotiate a contract. Will the proposals constitute a contract once accepted or will the parties negotiate a mutually agreeable contract after award?

Answer# 95 *It is the understanding of ODWC that negotiations will take place after award.*

Question #96 Section A.37. Limitation of Liability - Will the State consider adding a limitation of liability?

Answer #96: Any exceptions to the Terms and Conditions will need to be submitted with bid IAW E.13.1 (e).

Question #97 Sec. A.19. Termination for Convenience - Will the State consider adding that in the event of any termination for reasons other than default by the Contractor, the State will reimburse the Contractor for the unamortized costs of investments that the Contractor undertook in reliance on its agreement with the State?

Answer #97: Any exceptions to the Terms and Conditions will need to be submitted with bid IAW E.13.1 (e).

Question #98 A.45. Ownership Rights - Will the state consider a license for Contractor's pre-existing software for the term of the contract only?

Answer #98 Any exceptions to the Terms and Conditions will need to be submitted with bid IAW E.13.1 (e).

Question #99 H. Price and Cost - How will the State compensate the vendor for systems development costs related to implementation?

Answer #99 Vendors should include this in their pricing proposal.

Question #100 In our experience with systems integration, more detail is needed around the type of integration that is needed with 3rd party systems, including the type of data needed and age of the host systems. Please describe:

- o The number of systems that the new Licensing systems should integrate to:
- o The age of the equipment of these systems along with any plans to upgrade
- o State controlled or 3rd party?
- o Uni-directional communication or bi-directional communication?

Answer# 100 Outside of the stated modules in the RFP, it is the desire of the ODWC to have a system that will allow for access and utilization of all the data within the Vendor's proposed solution that is owned by the ODWC or is available for use by the ODWC. The future needs for in-house developed applications, 3rd Party, or other SAAS applications is not fully known because this new system should provide future opportunities to the ODWC that as of present have not been available.

The current equipment that supports all internally supported applications is 3 years old and is under lease agreement. This is scheduled for refresh sometime in the summer of 2018. Since the ODWC's preference is for a Vendor-hosted solution, the age of the ODWC's equipment may be irrelevant.

As stated in the technical requirements, the ODWC currently stores all necessary data for licensing and its internal applications in an SQL database format. All solutions must have compatibility with this type of data structure.

The ODWC currently has interactions with several other agencies, 3rd parties, and our current vendor with each having different requirements for communications. The ODWC needs to insure that all communications with the customer management portion of this proposal and access to agency data is available to be used.

Question #101 Proposal Due Date - Will the state reconsider the due date to allow vendors sufficient time to develop responsive proposals?

Answer #101 The deadline for the solicitation will not be extended.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature