



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

# Request for Quotation

RFQ NUMBER  
**COR61362**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS  
 617 LEON SULLIVAN WAY  
 CHARLESTON, WV  
 25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/07/2007				

BID OPENING DATE: **09/06/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		730-36		
<p><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA DIVISION OF CORRECTIONS TO PROVIDE AN OPEN-END CONTRACT FOR ELECTRONIC MONITORING SERVICES.</p> <p>MANDATORY PRE-BID: 8/23/2007; 1:30 PM            DIVISION OF CORRECTIONS            617 LEON SULLIVAN WAY            CHARLESTON, WV 25301</p> <p>PLEASE CALL JOHN ABBOTT FOR DIRECTIONS TO THE DIVISION OF CORRECTIONS' OFFICES @ (304) 558-2544</p> <p>ATTACHMENTS: 1. SPECIFICATIONS            2. BID FORM            3. PURCHASING AFFIDAVIT</p> <p><b>ELECTRONIC MONITORING SERVICES</b></p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30
6. Payment may only be made after the delivery and acceptance of goods or services
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B destination unless alternate shipping terms are clearly identified in the quotation
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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DATE PRINTED <b>08/07/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p>						

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<p><b>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</b></p> <p><b>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</b></p> <p style="text-align: center;"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p> <p><b>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</b></p> <p><b>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</b></p>						

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<p>CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF</p>						

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**CDR61362**

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**5**

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VENDOR

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<p>PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: COR61362-----</p> <p>BID OPENING DATE: 9/6/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID:						
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ COR61362 ***** TOTAL:						

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**Part 1****GENERAL INFORMATION**

During the past several years, there has been increasing public, government, political and corrections concern regarding the need to supervise the behavior of offenders in the community environment. Recent legislation concerning sex offenders has also impacted this initiative significantly.

The limited availability of resources requires creative new options and modern technology that will electronically monitor and track offenders in the community environment.

The system must be able to provide data from various locations anywhere in the United States in the community environment such as work, school, home, counseling, etc.

This program will serve offenders of 18 and above that are placed in the custody of the West Virginia Division of Corrections, hereinafter, WV DOC, for the purpose of intensive monitoring of parole violators on community confinement and other offenders placed on the program by the WVDOC in the State of West Virginia.

**Part 2****OPERATING ENVIRONMENT****Location:**

Agency is located at 112 California Avenue, Building 4, Room 300, Charleston, West Virginia.

**Part 3****PROCUREMENT SPECIFICATIONS****3.1 General Requirements:**

The purpose is to obtain a quotation for the Division of Corrections to award a service contract for an electronic monitoring product and reporting system for a community corrections offender monitoring system capable of national coverage.

The services requested **will** serve initially approximately 100 persons on the system and may increase this number to 300 under the supervision of Division of Corrections.

**3.2 Scope of Work:**

Vendor **must** have the resources and capability to provide a monitoring system capable of nationwide transmission and operation from a centralized base station or an on-site host computer. Included in this system **shall** be straps for attaching to clientele, portable verification units for officer's use in mobile units, transmitters/receivers, and central computer units expandable to networked stations throughout the state.

The Vendor should propose only newly manufactured equipment. Used, refurbished, or reconditioned equipment **will** result in rejection of the quotation.

The exchange of monitoring/tracking information, including enrollment, data changes, monitoring/tracking reports, and terminations, between WV DOC officers and the monitoring center/facility **shall** occur via secure, real-time access by approximately 45 WV DOC personnel using their existing WV DOC computers/Internet access.

**Transmitter:**

The transmitter **must** be lightweight, hypoallergenic, sealed, shock resistant, water/moisture resistant and should not unduly restrict the activities of the offender. Transmitters should not pose a safety hazard to offenders. The transmitter **must** be able to withstand a shower or bath without failure.

The transmitter **must** be FCC approved.

Vendors **shall** describe the procedure for replacing batteries. Vendors bidding sealed transmitters are to describe procedures for field replacement of batteries.

Vendors bidding field replaceable batteries **must** supply enough batteries to operate for one year per transmitter. The Vendor's quotation **shall** include all replacement batteries for the entire contract period and any renewal contract period. Field replaceable batteries **must** be stamped with a date to assist in determining remaining battery life. Vendors bidding sealed transmitters are to describe procedures for determining remaining battery life.

The Vendor **shall** supply all necessary straps, batteries, cleaning equipment and any other disposable items necessary to ensure that equipment functions properly. Vendors proposing fixed straps **must** describe procedures for field sanitization and sizing. These items **will** be provided at no additional cost to the Agency. Field replaceable straps are preferred.

Transmitters **must** emit a signal that is unique and distinct from similar electronic devices and the emitted signal **must** be one that can be picked up by the Vendor's receiver/dialer.

The transmitter's signal **must** not be able to be captured or duplicated by commercially available equipment and have a range of at least 150 feet.

Transmitters **must** have the ability to be paired with any proposed receiver/dialer. Matching of transmitter and receiver **will** be accomplished at field location and/or at Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units to limit costs associated with inventory management. Field pairing is preferred.

The transmitter **must** be able to shut off when not in use.

Transmitters **shall** be capable of storing and recording a tamper event which occurs out of range of the receiver/dialer and communicating the tamper signal to the receiver/dialer when the transmitter returns within range.

The Vendor **will** be responsible for the first ten percent (10%) all costs associated with damaged, lost or stolen equipment, i.e., the first 10 units of 100, or 10% of the number of units supplied during each year

All equipment **shall** be of the same type and model and from the same manufacturer unless expressly approved by the Agency.

At the Agency's request, the Vendor **shall**, at no charge, replace equipment, computer software or additional related equipment in the Agency's possession with any upgraded equipment that the manufacturer/Vendor may develop and place in service during the term of the contract. If requested by the Agency, equipment **shall** be replaced as it is removed from an offender's home at the end of an electronic supervision period.

The Vendor **shall** be responsible for all equipment installation until Agency personnel are fully trained in the use and installation of the equipment. The Vendor **will** provide tools, tool kits and activators as requested by officers, to include one set of each for 35 officers and one set of each for additional officer in the event of an increase in personnel.

Electronic supervision equipment installed in the offenders' homes **shall** be capable of communicating with the computer, at a central monitoring center; 24 hours per day and seven days per week.

A copy of the training procedures will be forwarded to the Agency when requested.

Any equipment, consumables, attachments and supplies **must** not be available to the public and/or commercially available

A warranty against manufacturer's defects **shall** be provided for the length of the contract. In the event of a contract renewal, the warranty shall also be renewed.

The Vendor **shall** have a formal quality control program in place that **will** provide assurance of the services provided in this contract. A copy of the quality control program **shall** be submitted with the quotation.

The system, at a minimum, **must** have the ability to electronically monitor a person's presence or absence at a specific location at specified time periods. The base system **must** be a continuous signaling, radio frequency-based transmitter and receiver/monitor and require no active participation by the client.

The monitoring equipment offered in the bid should be of the latest technology available from the manufacturer of the equipment.

The system **shall** use standard telephone lines to communicate between the individual transmitters/receivers and the monitoring center.

The Vendor **must** explain its policy fully on the cost to the WV DOC of any unused monitoring units, add on components or other equipment provided.

The Vendor **must** be the manufacturer of the equipment or an authorized and certified distributor of the equipment.

Equipment **must** be designed with an emphasis on ease of use and to reduce officer field time required to activate, install, and maintain equipment.

of the contract shall be the vendor's responsibility. Prosecution for stolen or damaged equipment is the responsibility of the Vendor. Agency staff will cooperate, however, by testifying at court hearings when subpoenaed.

Each transmission from the transmitter to the receiver/dialer **shall** be at fixed intervals not to exceed one (1) minute between transmissions. In the event of missed transmissions, the receiver/dialer **shall** report a leave to the monitoring center within approximately ten (10) minutes of missed transmission.

The transmitter and strap **must** have dual tamper resistant features or fiber optic protection that **will** enable the transmitter to immediately notify the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle. This would include severing the strap or removal of the transmitter without severing the strap.

The transmitter **must** emit a signal at a minimum of once every 25 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the receiver/monitor prior to low battery condition is present.

The transmitter should be easily installed on the client with minimal training and experience of the installer.

Each vendor **will** describe their method for resetting a tamper status.

**Straps:**

Straps **must** be designed so that an offender cannot remove the transmitter without having to tamper with the strap. The specific activities that **shall** initiate a tamper violation include the removal of the strap attachment device, severing of the strap or sliding the strap off.

Strap tamper features **shall** not allow for wearing a sock under the ankle transmitter strap.

The same strap that secures the transmitter to the offender **shall** contain the tamper detection feature.

The strap **must** be a sufficient length to accommodate most offenders.

"Handcuff" type straps that are secured around the offender's ankle by means of hooked metal bands inside a plastic sleeve are not acceptable.

A sufficient number of straps **shall** be provided so that transmitters may be attached to offenders with new straps. Non-replaceable straps are unacceptable without additional transmitters being offered at no additional cost to the Agency.

The Vendor's quotation **shall** include all replacement straps for the entire contract period. Straps should be stamped with a date to assist in determining date manufactured.

The Vendor **shall** supply straps and other disposable items as requested by the Agency so that each supervising officer has a sufficient supply at all times.

Field replaceable straps are preferred, for sanitary reasons, and the strap **must** be easily sized to the offender's leg or wrist. Vendors **shall** supply all necessary straps, batteries, cleaning equipment, and any

other disposable items necessary to ensure that equipment functions properly. Vendors bidding fixed straps **must** describe procedures for field sanitation and sizing. These items **will** be provided at no additional cost to the Agency.

**Receiver/Monitor:**

The receiver/monitor should be easily installed in a central location in the individual's home near the telephone

Telephone line disconnect and AC power failure within a specified time period **will** require a Location Verification. The Location Verification **shall** be automatic and not require the active participation of the client or program staff. A proven substitute for location verification is allowable.

Each receiver/monitor **shall** be able to be matched to any transmitter in the Agency's inventory by field staff without having to be sent back to the factory.

The receiver/monitor **shall** be able to communicate with the host computer on battery backup in the event of an AC power loss. The system **must** have internal battery backup of at least 36 hours and be equipped with a nonvolatile memory.

The unit **shall** be capable of full communications with the central computer system by connection to the participant's telephone company outlet using a standard telephone connector for attachment to a standard pulse/touch-tone telephone.

The unit **shall** be capable of receiving the radio signal from the participant's transmitter and **must** indicate that it is receiving the signal from the transmitter.

The unit **shall** be capable of receiving the offender status change. The following occurrences **shall** be time and date stamped upon occurrence and promptly reported to the central computer system.

- (a) Arrival of transmitter within the range of the home monitoring unit.
- (b) Departure of transmitter out of range of the home monitoring unit after a preset programmable time interval.
- (c) Tampering/unauthorized removal of the transmitter unit.
- (d) Loss and/or restoration of the home's commercial power.
- (e) Loss and/or restoration of the communication service (the disconnection event may be sent as soon as communication service is restored).
- (f) Low battery condition of transmitter and/or receiver unit.
- (g) Tamper of receiver unit (i.e., by attempts to open housing).

**Receiver/Dialer:**

The receiver/dialer **must** support multiple curfews on the same day.

The receiver/dialer **must** be FCC and UL approved and be designed to function on pulse and touch tone telephone lines.

The receiver/dialer **shall** include an internal clock and memory to store data if communication with the monitoring center is disrupted.

The receiver/dialer-transmitter combination **shall** be capable of informing the officer that the system has begun monitoring the client prior to the officer leaving the client's residence.

The receiver/dialer **shall** notify the Vendor's central monitoring computer at any time a tamper is attempted on the receiver/dialer.

The receiver/dialer **will** have a progressive phone line annoyance. If the receiver/dialer attempts to call the monitoring center and the telephone line at the offender's home is in use, the receiver/dialer **shall** notify the telephone user, by audible means that the receiver/dialer is attempting to call out.

The receiver **shall** have internal surge protection on both the telephone line and power source.

The receiver **must** have internal tamper circuitry to indicate that the receiver has been opened, disconnected from the telephone line or disconnected from AC power.

The receiver **must** have an adjustable range with a minimum of three settings (minimum long range to be 150 feet free air) and **must** be adjustable per client at the client's location by Agency personnel (preferred), or at the central monitoring center computer. (Range adjustments **must** be able to be completed by making a telephone call to the central monitoring computer).

The receiver/dialer **must** have internal diagnostics which can determine if the receiver/dialer is operating properly and relay the information to the central monitoring computer.

The receiver/dialer **must** be capable of storing at least 500 events to provide continuous monitoring during periods of power failure or interrupted telephone service. A time stamp for each event is required.

The receiver/dialer **must** not lose any events after loss of internal backup battery power.

During periods of inactivity, the receiver/dialer **must** randomly communicate with the central monitoring computer every two (2) to six (6) hours. Vendors **must** have the ability to increase or decrease the frequency of communications with the central monitoring computer.

The receiver/dialer **must** have the ability to be paired with any transmitter. Matching of receiver/dialer and transmitter **will** be accomplished at field location and/or through Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units in order to limit costs associated with inventory management. Field pairing is preferred.

**VIOLATIONS** - Notification of client violations **shall** be made to the appropriate Agency personnel. Notifications **will** be made immediate, next day, or next business day basis. Client violations and equipment status information **will** be documented and maintained by the Vendor. Notification capability by fax, phone pager, internet E-mail or cell phone **must** be available.

The system should have a notification policy for client violations that allows the Agency to establish distinct levels of security on a client-by-client basis.

The system should have the capability of transmitting reports or violations by pager, FAX, telephone or E-mail.

Reports should include client activity, curfew violations, and other alert conditions; e.g., "disconnects", "tamper", "power loss".

All violation reporting intervals should be determined by written request of the Agency. An Agency **shall** choose any level for any breakdown of its caseload and further may change a clients notification level at **will**. The Vendor should adjust its policy to meet notification intervals desired by the Agency.

The Vendor **must** provide remote access to the Vendors monitoring center via remote computer terminal and/or Internet Access.

The monitoring center should be exclusively devoted to providing electronic monitoring services for base continuous signaling monitoring units. Any optional service being monitored by a vendor within their monitoring center must be described in the quotation.

The Vendor **must** have a written security plan for the monitoring center. The center **must** be located in a secure venue and be equipped with a functional alarm system and be security patrolled.

The Vendor's monitoring center **shall** be equipped with spare computers and associated peripheral equipment to be utilized as immediate back-up should one of the main computers go down.

The system with all associated equipment and services **shall** be located in a secure, controlled access and air-conditioned facility.

The facility should be solely dedicated to electronic monitoring for community corrections.

All telephone lines into the monitoring center facility should be recorded for later playback

The system **shall** be capable of continuously receiving, and storing all data sent by home monitoring units. All data **shall** be continuously stored electronically, accessible by officers via the Internet, and be printable in various formats, as required.

The system **shall** enable officers with properly configured laptop and/or home personal computers (including Microsoft Internet Explorer or Netscape web browser version 4.0 or later) to access their caseloads from home or any location via Internet access using the password from the Vendor.

#### **MONITORING SERVICES/SYSTEM COMPUTER HARDWARE AND/OR SOFTWARE**

The Vendor **shall** notify the Agency staff of any or all of the following events:

- Unauthorized absences from the residence.
- Failure to return to residence from a scheduled absence.
- Late arrivals, early departures from residence.

Equipment (including, but not limited to transmitter and receiver/dialer) malfunctions.  
Entry into exclusion zones or exit from inclusion zones for location tracking equipment.  
Tampering with equipment.  
Loss of electrical power or telephone service.  
Location verification failure.  
Missed calls from the receiver/dialer

Access to the monitoring center and all records it houses **shall** be restricted to only authorized individuals

The monitoring center **shall** provide a means of secured communication with Agency staff to guarantee the security of data.

The monitoring center **must** provide a computer database that is programmable for all client information (e.g., demographic data, employment and school information, curfews). The system should be upgradable to permit the addition of information as needed. The monitoring center should be able to accurately modify offender information when requested to do so by Agency staff.

The Agency **shall** be notified in advance, and in writing, of any change in the location of the monitoring center or any backup center.

The monitoring center **shall** have contingency plans in place in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the monitoring center.

The monitoring center **must** have a central computer that employs a fully redundant data storage system in addition to a remote backup computer with all monitoring software installed. In the event of a system failure, the alternate computer's records **must** be updated with the most recent monitoring data and the alternate system **must** immediately be placed on line, ensuring virtually uninterrupted monitoring.

The monitoring center should have multiple options for notifying Agency personnel of any unauthorized absences, late arrivals, equipment malfunctions, tampering, loss of power, or other activities indicating a violation or equipment problem for the offender. The center should be able to develop a schedule for notification and use the communications methods preferred by Agency staff

The monitoring center must be staffed with qualified, trained response personnel twenty four (24) hours per day, seven (7) days a week.

The monitoring center must be staffed with knowledgeable technicians who can provide on-call technical assistance at all times, 24 hours a day 7 days a week.

#### **Random/Scheduled Tracking:**

The Agency **will** consider random/scheduled tracking systems that can stand-alone and operate integrated with continuous signaling radio frequency (RF) and meet the following minimum requirements.

The tracking system **shall** provide tracking of the participant in multiple locations such as home, work, school, and treatment through the use of any common land line telephone.



The tracking system, at a minimum, **shall** track the participant randomly and on a scheduled basis while at home and away. It **must** be capable of:

- a. Accurately verifying the presence of the participant/unit
- b. Confirming the location/phone number of the participant/unit
- c. Verifying the time of the tracking event
- d. Performing both random alarms and scheduled contacts at predetermined locations and times

WV DOC anticipates the average number of tracking contacts (for both Random and Scheduled) to be five (5) contacts per participant per day. The actual number will vary per participant depending on the level of supervision required. For the purposes of this procurement, WV DOC requires that the unit/day pricing for tracking be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. Furthermore, WV DOC defines one (1) completed contact to collectively include all of the following:

- a. Any Vendor activity required generating a participant alarm soliciting the participant to report.
- b. Participant's response to the alarm to confirm compliance
- c. The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports, and terminations) between WV DOC officers and the Vendor's monitoring center facility **shall** occur via secure, real-time access by approximately 45 WV DOC personnel using their existing WV DOC computers/ Internet access.

The system **shall** have the ability to randomly alert the participant through a reliable form of notification and **must** continue to alert the participant until they respond. Conventional pager coverage throughout the State of West Virginia is inconsistent and not reliable. Upon this basis, pagers are not acceptable for alerting participants. Vendor **shall** describe in detail their method of alerting participants.

The tracking system **shall** enable the officer to set an optional quiet period when no alarms occur. The system **shall** automatically randomize the number of alarms and the time's alarms occur from day to day and not require regular officer grooming of calling schedules.

The participant **shall** be required to respond to the alert by calling the toll free number of the Vendor's monitoring center. During the participant's call, unit/participant identity **shall** be positively identified to the central monitoring station by a highly accurate method of positive identification. Vendor **shall** describe in detail their method of verifying unit/participant identity.

The verification process **shall** also confirm the participant's location via the use of Caller ID/Automatic telephone Number Identification whereby, the computer **will** compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the officer at enrollment.

For participants where Caller ID/Automatic telephone Number Identification does not operate, the tracking system **shall** automatically request the telephone number from the participant, hang up, then call the participant back at that number to verify. Vendors **shall** describe in detail how their system accomplishes this function.

The system **must** be able to identify and differentiate between: complaint responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system **must** provide all unauthorized telephone numbers for officer investigation.

### **Field Monitoring Devices:**

Field monitoring systems **must** be hand-held and portable, capable of being utilized by Agency personnel in the field and in an automobile to receive signals from transmitters.

Field monitoring devices **must** be FCC approved.

The portable unit should receive signals from a transmitter regardless of where the transmitter is located.

Field monitoring devices **must** receive signals from transmitter units at a minimum range of 500 feet.

Field monitoring devices **must** include an external antenna to receive signals from transmitter units while using the drive-by unit inside an automobile.

Field monitoring devices **must** have the capacity to effectively store up to 500 transmitter events and record the date and time of such events.

Field monitoring devices **must** have the ability to distinguish between several transmitters in a given location.

A field monitoring device **must** be able to download its log (stored information/events) to a personal computer or the host computer.

The field monitoring device **must** run on 12-volt automobile current and run a minimum of 8 hours on its internal, rechargeable battery.

The field monitoring device **shall** be equipped with a 110 volt wall adapter to charge the internal battery in less than 12 hours.

The field monitoring device should be equipped with a digital display which **will** show client ID number, data and time of event and transmitter status including any tamper indication and low battery.

### **SATELLITE MONITORING (GPS)**

The provider **must** be capable of offering a GPS portable tracking device that is capable of operating in a passive or active mode and is able to monitor, track and log a participant's movements in and out of their residences at all times.

The system **must** have internet connection via a secure website.

The system **must** be able to create/use a mapping system that would identify the inclusion zones and exclusion zones. The mapping system **must** be the most current system available and **must** include any and all geographical landmarks.

The supervising officer/Agency/supervisor **must** be notified of requested violations via fax/pager/telephone/cellular telephone and or e-mail.

The system **must** be able to be located by the supervising officer/Agency/supervisor at any time to ascertain the participant's location.

The portable tracking device **must** be able to be programmed from a remote computer workstation which is capable of creating inclusion zones and exclusion zones.

The device **must** be able to be programmed to be able to take actions from the field in the event of a violation.

The field equipment **must** be equipped with built-in circuitry that will transmit an alarm signal in the event of tampering or removal.

The transmitter **must** not be a safety hazard or restrict the participant's activities.

The transmitter **must** be small and lightweight.

The battery in the transmitter **must** have at a minimum a one (1) year life expectancy for operation of the bracelet.

It is preferred that the device be attached to the participant using a reusable or a field replaceable strap that is adjustable to fit the participant.

The GPS device **must** be able to store contact points in the event that cellular coverage is lost.  
The GPS device **must** be equipped with the technology to locate the device in the event it is discarded by the participant.

The GPS device **must** be able to withstand the everyday environment of the participants and also **must** be waterproof.

The GPS device **must** be able to report whether it is being charged or not and alert the supervising officer/Agency/supervisor of a low battery approximately 6-12 hours before the device is no longer operational.

The GPS device **must** be equipped with a minimum battery life of 24-36 hours while the participant is away from their home.

The GPS device **must** be FCC compliant, be surge protected and be made of hypoallergenic material.

The GPS system **must** use a web-based software application that should be quick and simple when entering basic data for operational use.

It is preferred that the GPS software application be a secure web based application that is accessible from anywhere for authorized users only without software installation on Agency computers.

It is preferred that the software support all versions of Internet Explorer currently supported by Microsoft.

Provider's mapping software **must** have the ability to zoom in or out on any area of the map.

Provider's software **must** have the ability to play back location history like a VCR – play, pause, rewind, stop, and fast-forward.

Provider's software **must** have the ability to see an offender in real time or history of previous location points

Provider's software **must** have the ability to show speeds, stops, and movements.

Provider's software **must** have the ability for authorized users to print from a map or any report screen.

Provider's software **must** have the ability to establish inclusion and exclusion zones around fixed locations.

Provider's software **must** have the ability to create customized schedules for each participant.

**Warranty:**

The vendor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of West Virginia under this contract. The vendor acknowledges that the Uniform Commercial Code applies to this contract. In general, the vendor warrants that: (1) the product **will** do what the salesperson said it would do, (2) the product **will** live up to all specific claims that the manufacturer makes in their advertisements, (3) the product **will** be suitable for the ordinary purposes for which such product is used, (4) the product **will** be suitable for any special purposes that the State has relied on the vendor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. If problems arise, the vendor **will** repair or replace (at no charge to the State) the product whose non-compliance is discovered and made known to the vendor in writing. Nothing in this warranty **shall** be construed to limit any rights or remedies the State of West Virginia may otherwise have under this contract with respect to defects in any item or hardware, software, and or firmware delivered, developed, or modified under this contract.

**Part 4****Cost Bid**

The Vendor must provide pricing for complete monitoring services. If the service or equipment requested is not offered by the Vendor, please mark N/A in the space available.

<b>Item #</b>	<b>Description</b>	<b>Unit Price Per Day</b>	<b>Estimated Quantity</b>	<b>Total Price Per Year</b>
<b>1</b>	<b>0-100 Continuous Signaling Field Monitoring Units</b>	\$	<b>100</b>	\$
<b>2</b>	<b>101-200 Continuous Signaling Field Monitoring Units</b>	\$	<b>200</b>	\$
<b>3</b>	<b>201-300 Continuous Signaling Field Monitoring Units</b>	\$	<b>300</b>	\$
<b>4</b>	<b>0-15 Drive-By-Units</b>	\$	<b>15</b>	\$
<b>5</b>	<b>0-35 GPS Passive Units</b>	\$	<b>35</b>	\$
<b>6</b>	<b>0-15 GPS Active Units</b>	\$	<b>15</b>	\$
			<b>Grand Total</b>	\$

In addition to cost bid, the Vendor shall submit all specifications for equipment and services to meet stated requirements as well as Vendor's Quality Control Program and policy on unused monitoring units.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_