



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	FOB	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: **09/20/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS, AND TO EXTEND THE BID OPENING DATE TO 9/20/2007; 1:30 PM.						
ATTACHMENTS: 1. ADDENDUM #01 2. PRE-BID SIGN-IN SHEET 3. ADDENDUM ACKNOWLEDGEMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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.

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
Charleston, WV 25305-0130

COR61362
Electronic Monitoring

Addendum 1

1. Please note that previously numbered PAGE 10, should be PAGE 9, and previously numbered PAGE 9 should be PAGE 10.

2. Will only sex offenders go on active GPS?

No.

3. Please share you funding stream.

The State will pay the invoice to the Vendor and the State of WV will be responsible for reimbursement policy from parolees.

4. Are all “must, shall and will” terms mandatory?

Yes.

5. Are you requesting new equipment?

Yes. Vendor will notify agency if equipment upgrades become available during the course of the contract and cost thereof. Should agency decide to upgrade equipment, during the course of this contract but not during initial year, the agency will process an official change order request through the Purchasing Division. No upgrade of equipment will occur until the official change order has been approved by the State of WV and the vendor has received their official copy.

6. Please explain “All equipment shall be of the same type and model and from the same manufacturer unless expressly approved by the Agency”.

We do not want to inter-mingle 2 different products, for example, all RF's should be same type and model and all GPS's should be same type and model.

7. Reference the statement on pages 10-11: “The Vendor will be responsible for the first 10% of 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 of the contract shall be the vendor’s responsibility.” Please explain.

10% means 10% of each piece of equipment as identified in the scope of the contract.

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Electronic Monitoring

Addendum 1

8. Reference page 11, “A sufficient number of straps shall be provided so that transmitters may be attached to offenders with new straps.” Can you define sufficient?

Depends on number of clips, currently we require approximately 50 clips per month. A sufficient number should be at least a 90 day supply.

9. On page 11, Delete:

“Each transmission from the transmitter to the receiver/dialer shall be at fixed intervals not to exceed one (1) minute between transmissions.”

10. The 4th paragraph on page 11 now reads:

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

11. The 3rd paragraph on page 12 now reads:

“Telephone line disconnect and AC power failure within a specified time period **will** require a Location Verification upon restoral of telephone line and power. 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.”

12. The 8th paragraph on page 12 now reads:

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. Any violations to be remitted immediately--maximum ten (10) minute limit will be acceptable.

13. Reference page 14, do you need Netscape web browser?

Not necessarily, it reads.... “(including Microsoft Internet Explorer or Netscape web browser version 4.0 or later)

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Electronic Monitoring

Addendum 1

14. Paragraph 6 on page 14 now reads:

“The monitoring center should have personnel exclusively devoted to providing electronic monitoring services for base continuous signaling monitoring units. Any optional services being monitored by personnel devoted to Electronic Monitoring within their monitoring center **must** be described in the quotation.

15. Delete the following sentence from page 14 (paragraph 10):

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

16. Reference page 14, “All telephone lines into the monitoring center facility should be recorded for later playback”.....this sentence now reads:

“All monitoring data, including phone calls, **must** be recorded and available during the life of the contract and three (3) years beyond contract end date.”

17. Remove the Entire Section on Random/Scheduled Tracking, which is listed on the bottom of page 15, all of page 16, and the first paragraph on page 17.

18. Reference page 17, the 4th sentence under “Field Monitoring Devices” now reads:

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

19. Page 17, the 6th sentence under “Field Monitoring Devices” now reads:

“Field monitoring devices **must** have the capacity to effectively store up to a minimum of 250 transmitter events and record the date and time of such events.”

20. Reference page 20, the first sentence under “Satellite Monitoring GPS” now reads:

“The provider **must** be capable of offering GPS portable tracking devices that are 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.”

21. What is the distinction between a passive unit and a land line?

A passive unit records movement and calls in via cellular or land line once per day.

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Electronic Monitoring

Addendum 1

22. Delete from the last sentence on page 17 “and must include any and all geographical locations”.....this sentence now reads:

“The mapping system must be the most current system available.”

23. Reference page 18, Delete the sentence that read: “The GPS device must be equipped with the technology to locate the device in the event it is discarded by the participant.”

24. Reference page 18, the statement that read: “The GPS device must be able to withstand the everyday environment of the participants and also must be waterproof.”now reads:

“The GPS device must be able to withstand the everyday environment of the participants and also must be water-resistant.”

25. Reference page 18, the sentence that read: “ 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.”now reads:

“ 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 4 hours before the device is no longer operational.”

26. Reference page 18, the sentence that read: “The GPS device must be equipped with a minimum battery life of 24-36 hours while the participant is away from their home.” Now reads:

“The GPS device must be equipped with a minimum battery life of 24 hours while the participant is away from their home. If a provider needs an alternate charging source to get to 24 hours, it must be provided at no additional cost.”

27. Does the statement “the vendor will be responsible for the first 10% of all costs associated with damaged, lost or stolen equipment...”roll over to include GPS devices too?

Yes.

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Electronic Monitoring

Addendum 1

28. Reference page 19, the 6th sentence now reads:

“Provider’s software **must** have the ability to establish inclusion and exclusion zones around fixed locations for both passive and active systems.”

29. Reference page 19, “Provider’s software must have the ability to show speeds, stops and movements.” Are you referring to a passive unit?

Yes.

30. Referencing page 19, is this information required for a report?

If a parole violation charge is associated, then yes a report will be required.

31. Reference page 9, “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”, this should now read:

“The Vendor **shall** be responsible for all equipment installation and training of agency personnel in the use and installation of the equipment. Training **will** be coordinated with the Vendor at 2 locations, one in Northern West Virginia and one in Southern West Virginia. This training and installation should be completed within 30 calendar days after the contract effective date. 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.”

32. Location of passive units and item replacement costs-beyond 10% in contract scope:

During the pre-bid meeting, we discussed indicating the cost to locate a passive item and any replacement costs beyond the 10% in contract scope. We discussed providing a price listing for the equipment and the cost of a request to locate a passive item. Also discussed was that these issues would not be considered in evaluation.

The above occurrences, which have been rare based on our prior history, do not need submitted and will not be considered for contract evaluation. DO NOT provide costs for these issues.

Should the need ever arise; the Division of Corrections will work with the vendor for payment.

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Electronic Monitoring

Addendum 1

33. Verify what must be submitted with bid.

Cost bid page, purchasing affidavit, and all forms requesting signatures, price sheet of item replacement costs.

34. Contract Bid Opening date has been revised to read September 20, 2007. Time remains same.

35. Any additional questions must be faxed to John Abbott @558-4115, by 1:30pm on September 7, 2007. If any additional questions are received, all will receive an addendum with the questions and answers.

36. Contract Renewal Increases cannot exceed 3% of prior contract year costs unless there are equipment upgrades, and the upgrade and new cost are accepted by the State of WV.

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 Electronic Monitoring—Addendum 1

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.

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

In addition to cost bid, the Vendor should 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.

SIGN IN SHEET

Page _____ of _____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS		TELEPHONE & FAX NUMBERS	
Company:	1 SECUREtrac	5078 South 111th St	Omaha, NE 68137	PHONE (408) 350-6518	TOLL FREE (800) 537-0032
Rep:	Thomas M Andrews				
Email Address:	tmcaandrew@securetrac.com				
Company:	ElmoTech	1665 Quincey Ave Suite 147	Davenport, IL 60540	PHONE (630) 420-0961	TOLL FREE
Rep:	Derek Cassell				
Email Address:	derekc@elmotech.com			FAX (630) 420-1475	
Company:	Sentinel Member Services	821 N. Clasco West	Yorktown, IN 47396	PHONE (765) 730-7822	TOLL FREE
Rep:	Tan Bachtorn				
Email Address:	tbachtorn@sentinel.com			FAX (765) 759-0383	
Company:	OmniLink Systems	6120 Windward Pkwy	Alpharetta, GA 30065	PHONE (678) 596-7463	TOLL FREE
Rep:	Chris Pochly				
Email Address:	cpochly@omnilinksys.com			FAX 708 590-0740	
Company:	645			PHONE (800) 498-4882	TOLL FREE
Rep:	Mike Dear		8048 Spylans Ln.		
Email Address:	mike.dear@us.gas.com		Marietta, OH 45039	FAX (513) 336-9525	

SIGN IN SHEET

Page ____ of ____

Request for Proposal No. _____

PLEASE PRINT

Date: _____

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>BI Incorporated</u> Rep: <u>BRAD CURRIE</u> Email Address: <u>BRAD.CURRIE@BI.COM</u>	<u>800 HAND ST., STE 501</u> <u>AUBURN, IN 46615</u>	PHONE <u>(765) 609-3014</u> TOLL FREE <u>(800) 284-1678</u> FAX <u>(765) 641-2935</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
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Vendor:	Spending Unit:
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Requisition No.: _____

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Signature

Company

Date