



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
COR61493

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CORRECTIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/14/2011				

BID OPENING DATE: 04/27/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO MOVE THE BID OPENING DATE FROM 04/19/2011 TO 04/27/2011.		
				3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 1		
0001	1	LS		730-36		
				ELECTRONIC MONITORING SERVICES		
***** THIS IS THE END OF RFQ COR61493 ***** TOTAL:						

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

ADDENDUM NO. 1

Q1: Who is the incumbent electronic monitoring provider for the State?

A1: Elmo-Tech Inc.

Q2: What type of electronic monitoring technologies are currently being utilized by the State (i.e. RF, GPS, Alcohol, etc.), and what are the respective model numbers for the technologies being utilized?

A2: RF and GPS (active & passive) E3 RF Landline and cellular

Q3: What is the breakdown of technologies currently being utilized?

A3: 85% RF and 15%GPS

Q4: What is the State presently paying for the various electronic monitoring technologies being utilized?

A4: RF \$2.05, Cellular \$3.75, passive GPS \$4.05, active GPS \$6.25, \$1.05 drive by unit

Q5: With the State's request for 10% loss and damage, can the State indicate how many units were lost or damage as well as provide what type(s) (i.e. RF, GPS, etc.) during the course of the current contract?

A5: Under 5% with no breakdown in types available.

Q6: In reference to the Satellite Monitoring (GPS) section, the first requirement (pages 14 & 15) indicate that the units must operate on a GSM network. Would the State consider rewording this section or remove the requirement for GSM entirely? It is in the State's best interest to look at all communication methods available to ensure adequate cellular coverage for an Active GPS program. While GSM works well around larger cities, the coverage is lacking in more rural areas. CDMA technology provides a much larger cellular coverage area in comparison to GSM technology. In our opinion, to allow for a truly competitive bid process, we respectfully request that your agency consider CDMA.

ISECUREtrac respectfully requests that this requirement be reconsidered - and would like to suggest the following alternative language for submission:

A6: No we cannot remove the requirement for GSM entirely. However, we will accept part of your suggested language to read as follows: 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 residence at all times.

Q7: Page 17 of the RFP reads: "The alcohol device must have RF capability to contain home detention requirements with no additional unit required." Is the State agreeable to replacing the word "must" in this sentence with "shall"?

A7: No, we will not change the wording of this requirement

Q8: It is our understanding that vendors are required to fill out/sign RFP pages 1-5 as appropriate and include these completed pages as part of their response. RFP page 1 includes blank lines for "Unit Price" and "Amount." RFP page 5 includes a blank line at the bottom of the page for "Total."

Are vendors expected to disregard these items, as all requested pricing will be included on the pricing page (RFP pg 19)? If not, will the DOC please clarify exactly which pricing figures vendors are expected to enter on the "Unit Price" and "Amount" lines on RFP page 5 and the "Total" line on RFP page 5?

A8: Please comply with all requirements in the solicitation. We do not expect vendors to disregard any of the items either on page 1-5 or the price page.

Q9: Page 2 of the RFQ states: "The model/brand/specifications named herein establish the acceptable level of quality only and are not intended to reflect a preference or favor any particular brand or vendor. Vendors who are bidding alternates should so state and include pertinent literature and specifications. Failure to provide information for any alternates may be grounds for rejection of the bid."

Page 18 of the RFQ states: "Vendor should submit all specifications for all equipment items by providing brand, manufacturer, model, etc. brochures or some other form of specification literature with their bid. Vendors should also provide description of services to meet stated requirements, as well as provide vendor's Quality Control Program and policy on unused monitoring units."

Does the DOC wish to review a line by line response to each specification listed on pages 6 – 17? Or does the DOC just wish vendors to submit a completed pricing page accompanied by literature/brochures, the vendor's Quality Control Program, and the vendor's policy on unused monitoring units?

A9: Yes, for vendors bidding alternates, the DOC wish to review a line by line response to each specification listed.

Q10: Does the DOC wish vendors to specifically list each specification for which they are proposing an alternate along with detailed information describing the alternate method of meeting that specification?

A10: Vendors proposing alternates must include documented test results showing their proposal meets all specifications.

Q11: Will the DOC evaluate each vendor's literature/brochures, alternates, Quality Control Program, and policy on unused monitoring units when awarding the contract? Or will the award be based solely on the lowest price?

A11: DOC will evaluate each vendor's literature/brochures, alternates, Quality Control, and most importantly documented evidence alternate proposal meets all specifications. Vendors failing to include the documented proof and evidence shall be automatically disqualified.

Q12: Will the DOC base lowest price on the "Grand Total" entry on the pricing page, or will the DOC weight prices according to the equipment most used by the County? For example, currently the County mostly uses RF Landline Units, so will the price for that specific piece of equipment be the most important in evaluating price?

A12: DOC will award the contract to one vendor with the most complete bid meeting all of the specifications with the lowest total amount.

Q13: Page 1 of the RFQ states: "This contract becomes effective on award and extends for a period of one (1) year... Renewal[s] ... shall be limited to two (2) one (1) year periods."

Page 6 of the RFQ states that the DOC intends "to award a one year service contract with four year renewal options". Would the DOC please clarify the renewal options?

A13: The DOC intends "to award a one year service contract with four year renewal options"

Q14: Regarding the Mobile Monitoring Device specifications on page 17:

Is the DOC currently using mobile monitoring devices? If yes:

A14: Yes, the DOC is using mobile monitoring devices

Q15: How many mobile monitoring devices is the DOC currently using?

A15: Three (3) currently, which includes voice and data

Q16: Are the devices provided by the current vendor?

A16: Yes

Q17: What is exact make/model device is the DOC using?

A17: HTC HD2's

Q18: Does each device include a voice and data service plan?

A18: Yes, at no additional cost or charge

Q19: What is the per diem cost to the DOC for each device?

A19: There are no per diem cost to the DOC for each device

Q20: If the DOC is not currently using mobile monitoring devices: What is an example of the kind of device the DOC is looking for? Blackberry? iPhone?

A20: The DOC has tried various other types/models of smart phones within the last year as test units and has no preference.

Q21: How many devices does the DOC anticipate needing?

A21: Three (3) devices

Q22: Does the DOC want the price to include voice and data service plans?

A22: Should a perspective vendor charge additional costs to provide these three units that should be included in the bid.

EXHIBIT 10

REQUISITION NO.: .....

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

.....  
COMPANY

.....  
DATE