



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
COR61536

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 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
09/20/2011				

BID OPENING DATE: 09/28/2011 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. PRE-BID SIGN-IN SHEETS ATTACHED.						
3. TO DELETE THE RENEWAL PARAGRAPH IN THE RFQ ON PAGE 3 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING: 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 FOUR (4) ONE (1) YEAR PERIODS.						
4. 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						

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 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.

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).

COR61536
Addendum No. 1

Q1: (1) Pages 3 and 7, Contract renewals: Please clarify the number of one-year renewals allowed for the contract resulting from this solicitation. Page 3 states the number of renewals is limited to two one-year periods, while page 7 states four.

A1: The number of one-year renewals is four.

Q2: (2) Page 8, "The transmitter and strap must have a triple tamper resistant feature. Fiber optic protection or other strap configuration is acceptable for strap tampers with a back-up method for detecting removal and motion..." Radio Frequency (RF) technology cannot detect the occurrence of motion. It can only detect, record and report the date and time of when an offender enters and leaves the receiver's RF signal range. Please clarify the state's expectation of the strap's back-up method for detecting motion.

A2: If we were dealing with a fiber, optic strap the state would expect it to detect strap tamper and "no motion" after a certain timeframe.

Q3: Page 10, "The unit shall be capable of receiving the offender status change.": Please clarify if we understand this specification and if not please provide a correct explanation. Taken in context with the occurrences the state requires the RF home-based receiving unit to detect and report, we believe this means the unit must have the ability to determine if the offender is violating a curfew or tampered/tampering with the RF monitoring device.

A3: Yes. The unit must have the ability to determine if the offender is violating a curfew or tampered/tampering with the RF monitoring device.

Q4: Page 13, "All devices mentioned in this RFP must be monitored through one application, accessible at all times to officers and monitoring center staff.": This requirement restricts competition since many vendors are original equipment manufacturers for RF and Global Positioning System (GPS) monitoring equipment, but far fewer manufacture breath alcohol monitoring units. We respectfully request a change to this specification requiring all RF and GPS equipment to be monitored through one Internet-based application and breath alcohol monitoring equipment by the same or another Internet-based application, as long as the breath alcohol monitoring equipment software meet all other specifications.

A4: We do not believe this requirement restricts competition in any way. Furthermore, all vendor representatives, at the pre bid conference meeting, agreed they are all able to comply with this requirement.

Q5: Page 13, "The system must offer an integrated cellular option to communicate between the individual transmitters/receivers and the monitoring center. The cellular receiver must be able to receive a telephone call from the officer and/or monitoring center ..." Please clarify if vendors offering a one-piece GPS monitoring device must meet this requirement. Officers can still communicate with offenders using vibration, audible tones and/or LEDs.

A5: Yes, this is a mandatory requirement.

Q6: Page 16, "The device must be programmed to be able to take actions form the field in the event of a violation." Please clarify what type of actions the state expects the GPS monitoring device to take from the field when the offender commits a violation. Please give an example of how this functionality is currently used by the state.

A6: We want a unit that stores all current information within the unit. The GPS must be a "Smart Unit" configured to store offender details and schedules. It must not need to rely on a host device in the event communication is lost.

Q7: Please provide (a) the name of the current vendor, (b) the names and model numbers of all equipment currently under contract by the state and (c) current pricing for each piece of equipment under contract.

A7: Vendors should contact the archive area with the Purchasing Division 304-558-2336. The contract number is COR61362.

Q8: Please clarify who installs equipment on the offender and in his/her home (i.e., state officers or the vendor's staff). Please clarify if the state will continue this practice under the new contract issued from this RFQ.

A8: State Officers. Yes.

Q9: Please clarify who receives notifications of violations, tampers, low battery status, etc. and manages the event (i.e., state officers or the vendor's staff). Please clarify if the state will continue this practice under the new contract issued from this RFQ.

A9: State Officers. Yes.

Q10: The INSTRUCTIONS TO BIDDERS section of the RFQ states: "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." Does the DOC wish to review a line by line response to each specification listed on pages 7 – 19? Or does the DOC only want vendors to specifically answer a specification if they are proposing an alternate method of meeting that specification?

A10: The specifications as written, we believe is very clear. During the pre bid conference, we went over the specifications in depth, and all vendor representatives so affirmed. Therefore, any deviation from the specifications must be clearly indicated by vendors, who believe what they are proposing is an equal.

Q11: Page 1 of the RFQ lists the "Ship To" address as Division of Corrections/617 Leon Sullivan Way/Charleston, WV 25301. Page five of the RFQ states that a signed bid must be submitted to: Department of Administration/Purchasing Division/Building 15/2019 Washington Street East/Charleston, WV 25305-0130. Will the DOC please confirm which of these addresses vendors should submit their bids to?

A11: All signed and sealed bids must be clearly labeled with the following requisition number COR61536, and must be submitted to:

Buyer 32/TL
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Q12: Page seven states "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...and central computer units expandable to networked stations throughout the state." Does the DOC have any interest in using a vendor provided host computer, which can be installed on-site at a DOC location and which will allow the DOC to run their own monitoring center operations? Or does the DOC wish to use a vendor's existing monitoring center for 24x7x365 monitoring services and customer support?

A12: No, the DOC is not allowed to use vendor provided host computer, or vendor existing monitoring center.

- Q13: Page 8 states that “The transmitter **must** be able to be shut off utilizing a secure switch or tool when not in use. Removal of battery for shut off is not acceptable.” In our experience, transmitters that shut off by remote means are more susceptible to client tampering; increase the potential for needless equipment issues (i.e. the officer forgets to switch the transmitter back on before installing the unit on the client); and may require the DOC to ship units to and from the equipment provider just to have a sealed battery replaced. For the most streamlined approach to transmitter installation and operation, will the DOC consider amending the above specification to read: “The transmitter should have a secure mechanism that automatically shuts the unit off once the battery reaches the end of its useful life.”?
- A13: This question was asked during the pre bid conference, and was thoroughly discussed to everyone's satisfaction. Three out of four vendors represented at the pre bid meeting, stated they would be able to meet the specifications as written. Therefore, we do not wish to amend the specifications as written.
- Q14: Page 11 states that “The cellular receiver/dialer **must** have the ability to allow participant to place outbound calls to pre-programmed numbers and must allow for officers to place inbound calls to the participant in the residence.” To ensure the utmost security of monitoring data and to reduce the potential for client circumvention of the system, will the DOC consider amending the above specification to read: “The cellular receiver/dialer should be programmed to place outbound calls/receive inbound calls only from the vendor’s central monitoring computer system.”?
- A14: No, the DOC will not amend the specifications.
- Q15: Page 16 states that the GPS device must alert the offender by a minimum of two of the following notification types (vibration, text messaging, LED lights). Will the DOC consider adding voice messaging as one of the acceptable ways that the GPS device can alert the offender?
- A15: Yes, this addendum clarifies, the DOC agrees to add voice messaging as one of the acceptable ways the GPS device can alert the offender.

Q16: Page 18 states that “The alcohol device **must** transmit a picture of the offender to verify he/she is in fact in the residence.” Since the DOC is requiring that the device must also have RF capability, the above specification seems unnecessary – as RF, technology will verify if the offender is in the residence during the time of the test. Will the DOC consider amending the above specification to read “The alcohol device must transmit a picture of the offender or incorporate biometric voice verification to ensure that the offender is the person actually performing the test.”?

A16: No, the DOC will not amend the specifications.

Q17: In the Alcohol Detection System section of the RFQ, the DOC requests use of a breath alcohol detection system. Is the DOC interested in receiving additional pricing for optional use of a vendor’s continuous transdermal alcohol detection system?

A17: No, the DOC is not interested in receiving additional pricing.

Q18: Page 23 is a form labeled ATTACHMENT P.O. # COR61536. Page 24 is a form labeled Agreement Addendum. Will the DOC please confirm that both of these forms only need to be completed and signed by the successful vendor upon contract award?

A19: Please complete and sign all required forms with your company bid

Q20: Within the RFQ, we did not see any instructions concerning the number of submitted bid copies required of the vendor. In addition to the vendor’s Original bid response, will the DOC please specify the required number of bid copies it wishes to receive?

A20: Submit six (6) copies of your proposal to the Purchasing Division, in addition to the original.

The bid opening is scheduled for September 28, 2011 at 1:30 pm.

There will be no additional questions accepted on this RFQ.

End of Addendum #1

EM

Page 1 of 1

Date: 8-30-11

COR61536

ELECTRONIC MONITORING
TELEPHONE & FAX
NUMBERS

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No.

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: <u>Satellite Tracking of People Inc</u>	<u>1212 North Pitt oak Rd</u>	<u>832 332 8894</u>		
Rep: <u>Arthur Graves</u>	<u>Houston, TX 77055</u>	<u>866 525 8824</u>		
Email Address: <u>agraves@stapllic.com</u>				<u>832 553 9530</u>
Company: <u>G4S Justice Services LLC</u>	<u>2000 Riveredge Pky Suite G100</u>	<u>678-994-4849</u>		
Rep: <u>Don Fulton</u>	<u>Atlanta Ga 30328</u>	<u>800 589 6003</u>		
Email Address: <u>don.fulton@g4s.com</u>				<u>800 327-1178</u>
Company: <u>REDACTED D.B.I. INC.</u>	<u>800 Main Street Sth E</u>	<u>8765-623-9803</u>		
Rep: <u>Cathy Fulda</u>	<u>Anderson, TN 37016</u>	<u>800-284-1618</u>		
Email Address: <u>C.Fulda@D.B.I.com</u>				<u>765-641-2935</u>
Company: <u>Elmo Tech Inc</u>	<u>1665 Quincey Ave. 147</u>	<u>630-303-7288</u>		
Rep: <u>John McClain</u>	<u>Neperville, IL 60540</u>	<u>800-313-1483</u>		
Email Address: <u>JohnMcClain@elmo-tech.com</u>				<u>630-420-1475</u>
Company:		PHONE	TOLL FREE	FAX
Rep:				
Email Address:				

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