



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
100 N. Broadway, Suite 610 ~ Wichita, KS 67202
Phone: 316 660-7255 Fax: 316 383-7055
<http://sedgwickcounty.org/finance/purchasing.asp>

**ADDENDUM 3
RFP #22-0036
ELECTRONIC MONITORING SERVICES**

June 3, 2022

The following is to ensure that vendors have complete information prior to submitting a proposal. Here are some clarifications regarding the proposal for **Electronic Monitoring Services** for Sedgwick County Department of Corrections.

Questions and/or statements of clarification are in **bold font**, and answers to specific questions are italicized.

- 1. When will answers to provider's questions be posted as an addendum on the Sedgwick County Purchasing website?**

Answer: June 3, 2022.

- 2. Will the county allow additional technologies and service solutions to be proposed?**

Answer: Yes.

- 3. Please confirm that the county requires GPS devices with LTE communication, the latest communication standard in the industry.**

Answer: Yes.

- 4. Please confirm if it is the county or if it is the current provider that is responsible for:**

- a) Client Enrollment for GPS Device**
- b) Client Enrollment for Remote Breath Device**
- c) GPS Device Installation**
- d) Coordinating Scheduling for GPS Device**

Answer: The current vendor has a local subcontractor which handles the equipment installs/uninstalls and client enrolling.

- 5. What troubleshooting activities does the county normally perform for GPS clients/equipment?**

Answer: The current vendor has a local subcontractor who handles troubleshooting.

- 6. What troubleshooting activities does the county perform for alcohol monitoring clients/equipment?**

Answer: The current vendor has a local subcontractor who handles troubleshooting.

7. **Will the county please provide a copy of the current provider's invoice for the SDOC program and a copy of the current provider's invoice for the Juvenile Services program?**

Answer: We are unable to provide those documents.

8. **Will the county consider options to the comprehensive electronic monitoring program described in the Scope of Work for SDOC?**

Answer: Yes.

9.

- a) **What was the average number of weekly installations for GPS Devices in 2021 for SDOC that was conducted by the current provider?**

Answer: Data was compiled for the 1st quarter of CY2022, in that time we averaged 21 GPS installs per month across all programs.

- b) **What was the average number of weekly installations for GPS Devices in 2021 for SDOC that was conducted by agency staff?**

Answer: Agency staff does not perform installs.

- c) **What is the average length a SDOC program participant is on GPS Monitoring?**

Answer: Average length of time on GPS varies greatly depending on the program, but according to the current vendor, across all programs is approximately 56 days.

10. **What is the average length a Juvenile program participant is on GPS Monitoring?**

Answer: Unknown – this would likely depend on the individual Judge.

11.

- a) **What was the average number of weekly installations for Alcohol Devices in 2021 for SDOC and the number of installs conducted by agency staff?**

Answer: Only four (4) alcohol-monitoring devices were installed in 2021.

- b) **What is the average length a program participant is on Remote Breath Alcohol Monitoring?**

Answer: Average length of time on GPS varies greatly depending on the program, but according to the current vendor, across all programs is approximately 56 days.

12. **What is the current shelf stock requirement for GPS Devices at SDOC?**

Answer: The county does not purchase or lease equipment from the vendor. We do not keep any equipment on hand or retain custody or control over any equipment.

13. **How many GPS Devices were lost, stolen, or damaged at the SDOC program in 2021?**

Answer: According to the current vendor, this data is not recorded on an annual basis. However, over the nearly three (3) years of the existing contract, they report the following number of items lost/stolen/damaged beyond repair. This list is inclusive of all programs.

Smart Tags = 75, On Body Chargers = 192, Charging Docks = 167, RF Beacons = 11

14. What is the current provider's cost for replacement straps?

Answer: Unknown.

15. Has the county ever paid for GPS Devices that were lost, stolen or damaged? If so, what was the cost per device?

Answer: No, the vendor can charge the client but the county is not responsible for lost, stolen or damaged equipment.

16. What is the average number of weekly terminations of GPS services at SDOC?

Answer: Data was compiled for the 1st quarter of CY2022. In that time we averaged 22 GPS de-installs per month across all programs.

17. Do client enrollments, installations and terminations take place during regular business hours only?

Answer: Yes.

18. What is the brand and model number of the current random alcohol equipment utilized in the SCDOC?

Answer: Smart Start Mobile Breath.

19. Is the County looking to purchase units or lease electronic monitoring equipment? If lease, will the County please delete "sold" or allow for contract language negotiation upon award?

Answer: Neither, as the county does not purchase or lease equipment from the vendor. We do not keep any equipment on hand or retain custody or control over any equipment.

20. The second sentence of the first paragraph states the services shall include 24/7 monitoring. Does this mean the selected vendor will be monitoring all activities and movement of offenders or is this referencing the device software has 24/7 monitoring of movements and tracking? Some parts of the Scope of Work lead the reader to believe that the selected vendor will not be monitoring violations and reporting them to the agency. For example, P6, V. Scope of Work, 5., c: "Violations shall be reported at all times during supervision. This could be done by the agency staff or the software that monitors the client."

In summary, is the awarded vendor expected to do anything more than provide the equipment, offender enrollments, installation, and retrieval of equipment?

Answer: We do expect the vendor to have live monitoring to provide some troubleshooting/triaging of alerts and only sending on to the supervision officers the alerts that are necessary.

21. The RFP has Installation/Service requirements, meaning most respondents will be local vendors who can provide onsite services. This includes "enrollment, installation, troubleshooting, and coordinate scheduling restrictions with Sedgwick County Department of Corrections (SCDOC)." In 2019, the County included the same requirements but chose a vendor who did not provide those services. "Buddi US, LLC is open to county staff doing the GPS equipment installs and uninstalls themselves, potentially saving the county money and time because they would not need to schedule time with the vendor. Neither Premier Monitoring nor Greenfeather Monitoring, LLC provide this option."

Answer: This is a statement NOT a question. However, our current vendor has a local subcontractor which handles the equipment installs/uninstalls and client enrolling/troubleshooting.

22. What is substance abuse testing and detection (supplemental monitoring equipment, not UA testing). Can you be specific on what specific equipment SCDOC is expecting in this area of the contract?

Answer: No specific equipment is expected, just a device to detect/monitor alcohol use.

23. Regarding expert testimony, will video/virtual testimony be sufficient?

Answer: Unknown. This would likely depend on the individual Judge.

24. Does SCDOC want pricing for Radio Frequency (RF) monitoring (aka House Arrest)?

Answer: There is no need for RF pricing.

25. We have found that sometimes, perhaps because proposers do not ask a question clearly enough, answers may be unclear. Upon release of Bexar County’s initial answers to questions, will proposers be permitted to ask additional clarification questions if they do not fully understand the initial answers?

Answer: Yes.

26. Who is/are your current electronic monitoring vendor(s)?

Answer: Buddi US, LLC.

27. Please identify the make and models of all devices you are using under the current contract(s).

Answer: Smart Tag 4; Smart Tag 3; On Body Charger V1, V2, V3; On Body Charger Dock V1, V2; RF Beacon; Smart Start Mobile Breath

28. How many units were in use as of April 30, 2022, by equipment type?

Answer: As of 4/30/22 = 40 clients on EMD.

29. What is the current contracted daily rate for all equipment by make and model?

Answer: Current contracted rates:

GPS Tracking per wearer per day, vendor install/uninstall	\$4.50
TRAC Alcohol Monitoring**, per day	\$5.00
Smart Start Breath Alcohol Monitoring, per day	\$5.00
Self install/uninstall, per day	\$3.80

30. Since monitoring center staffing factors heavily into vendor costs, we request clarification of the monitoring services required. - Is the County requesting the additional provision of direct manual outbound calls from the monitoring center staff to either offenders or officers?

- a) If the answer is yes, who is to be contacted by telephone? The officer, the offender, or both?
- b) Which violation notifications must be provided via a phone call?
- c) For each of the violations that require a phone call, approximately how many alarms are generated each month?
- d) Can you please provide the current outbound protocols?

Answer: No. Typically, all communication is via email or text to the specified staff.

31. What is the transition/implementation timeline? What are the implementation start and completion dates?

Answer: The current contract ends on September 8, 2022. The selected vendor would have to be prepared to transfer current GPS clients over to their system without a lapse in monitoring at that time.

32. At how many locations will training be delivered? How many officers/staff need to be trained?

Answer: We have six (6) program locations and potentially 40 staff who would need to be trained. However, virtual training on the monitoring software would be sufficient rather than completed in person.

33. How many times has the incumbent contractor provided an affidavit or expert witness testimony for prosecution of violations in court proceedings during the current contract term?

Answer: According to the current vendor, they have provided one affidavit for Sedgwick County and have never been required to testify in court.

Statement: These questions generally pertain to the county’s existing contract for the same services as indicated within the RFP and the references to locations within such contract were made by the person asking the questions. For the purposes of parties preparing and submitting RFP responses, the county is answering the following questions:

34. P10, G. Indemnification - Will the County please limit indemnification to third-party claims?

Answer: No.

35. P2 General Contract Provisions, 7. Termination, B. Termination For Convenience – Will the County agree to mutual Termination for Convenience?

Answer: No.

36. P4 General Contract Provisions, 11. Assignment – Will the County agree to amend this provision to “Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void, except that Contractor shall be permitted to assign this Agreement without permission in connection with the sale or transfer of the assets of the business to which this Agreement most closely relates.

Answer: The county would not agree to the language that is proposed in this question, as it appears to mesh together the county’s standard assignment and amendment language.

37. P4 General Contract Provisions, 16. Force Majeure – Will the County agree to amend this provision to “Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war or terrorism, epidemics, pandemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, quarantine, supply chain shortages, and freight embargoes.”

Answer: No.

38. P5 General Contract Provisions, 22. Intellectual Property Rights – Will the County please agree to amend this provision to “The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property.”

Answer: No.

39. **P9 Federal-Certifications Addendum - Will the County please confirm if the contract will be funded by a FEMA Grant? If yes, will the contract continue after grant funding is expended?**

Answer: The contract would not be funded by a FEMA grant.

40. **P10 Federal-Certifications Addendum, License and Delivery of Works Subject to Copyright and Data Rights –Will the County agree to “the parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property.” ?**

Answer: No.

41. **P2 Independent Contractor Addendum, J. Since Contractor’s equipment and services are not publicly available, will the County please amend to read, “Contractor represents that it is engaged in providing similar services to government agencies and not required to work exclusively for the County.**

Answer: To the extent that this is referring to Appendix B, Section 10, “to the general public” for purposes of establishing independent contractor status is inclusive of other governmental agencies. The county would be unlikely to have any concerns with such an amendment, if requested by the selected vendor, although the county does not believe such an amendment would substantively change this provision in Appendix B, Section 10.

42. **Mandatory Contractual Provisions Attachment - Will the County allow contract language negotiation?**

Answer: The county and the selected vendor will need enter into a written contract. The county will award these services within the parameters stated within the RFP.

43. **How does Sedgwick County want to be notified on violations during business house and after hours?**

Answer: The vendor will need to send email or text alerts to designated staff to notify them of any violations.

44. **Would the vendor be responsible for any daily monitoring and reporting to each agency beyond the software alerts that are provided?**

Answer: Yes.

45. **Would the vendor be responsible for verification of approved actives and collection of required documentation for these actives?**

Answer: No. The vendor is not responsible for gathering any verification or documentation beyond the information the equipment reports.

46. **What is the retention period of the records, including paper records?**

Answer: Typically, we require all records be retained for five (5) years from the termination/expiration of the contract. Records regarding matters involving litigation shall be kept for one (1) year after termination of the litigation if the litigation exceeds five (5) years.

Firms interested in submitting a **proposal** must respond with complete information and **deliver on or before 1:45 pm CDT, June 14, 2022**. Late **proposals** will not be accepted and will not receive consideration for final award.

“PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL RESPONSE PAGE.”



Lee Barrier
Purchasing Agent
LB/lj