



**Office of the Administrative Director – Financial Services Department**

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**Dean H. Seki**

DIRECTOR

FINANCIAL SERVICES

November 27, 2017

MEMORANDUM

TO WHOM IT MAY CONCERN:

FROM: Dean H. Seki, Financial Services Director

SUBJECT: ADDENDUM NO. 1  
REQUEST FOR PROPOSAL (RFP) J18187  
TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES

Transmitted herewith is a copy of Addendum No. 1 providing the following:

- Questions and Answers for the above project

Should you have any technical questions regarding this Addendum, please call Liesje Cattaneo, Ph. (808) 539-4535 or [Liesje.F.Cattaneo@courts.hawaii.gov](mailto:Liesje.F.Cattaneo@courts.hawaii.gov). Other questions may be directed to Kelly Kimura of the Judiciary Contracts & Purchasing Office at (808) 538-5805, or [Kelly.Y.Kimura@courts.hawaii.gov](mailto:Kelly.Y.Kimura@courts.hawaii.gov).

**ADDENDUM NO. 1**  
**RFP J18187**

**TO PROVIDE CONTINUOUS ALCOHOL MONITORING SERVICES**

The items listed hereunder are hereby made a part RFP J18187 for the above project, and shall govern the work taking precedence over previously issued specifications governing the items mentioned.

**QUESTIONS AND ANSWERS:**

Q1: May we please have a listing of the company names who have submitted questions, included with the answers to questions?

A1: Vendors who have submitted questions to RFP J18187 are SCRAM of California, Inc. and Sentinel Offender Services, LLC. All responses to questions submitted for RFP J18187 will be issued through an addendum and made available to all vendors.

Q2: Upon the basis that the incumbent Judiciary contract #14-03 for electronic monitoring has been approved by the Hawaii State Procurement Office (SPO), is in good standing, and already Continuous/Transdermal Alcohol Monitoring Services, specifically why has Judiciary issued this RFP and not utilized this incumbent contract?

A2: A Request for Proposal (RFP) was issued to procure Continuous Alcohol Monitoring Services because there are different requirements than those set forth in the SPO Pricelist contract #14-03. Also, utilizing the SPO Pricelist is optional to State agencies.

Q3: The majority of government entities soliciting/evaluating electronic monitoring for alcohol monitoring programs evaluate both (a) Continuous/Transdermal Alcohol Monitoring technology (CAM) as well as the latest, most advanced (b) Mobile/Remote Breath Alcohol Monitoring technology and (Mobile Breath) and ultimately selected Mobile Breath technology based on the numerous benefits it offers over CAM, including but not limited to the following benefits:

- CAM costs significantly more than Mobile Breath thus more participants can afford/use/participate in Mobile Breath
- CAM requires an ankle-worn bracelet that is only water resistant and must NOT be submerged in water thus inhibiting participant activities and resulting in being prone to tampering and lost, damaged and stolen equipment, Mobile Breath does NOT require any body-worn equipment
- CAM requires an in-home monitoring unit prone to tampering and lost, damaged and stolen equipment, Mobile Breath does NOT require any in-home equipment

- CAM requires the participant to have a home phone line or participants without home phone lines pay a higher cost for an additional/modular cellular unit, Mobile Breath is entirely cellular eliminating the need for participant home phone lines
- CAM can only provide participant presence/absence at their home location, Mobile Breath provides the participant's GPS location at the time of each test both at home and while away
- CAM offers no capability for remote officer communications with the participant, leading Mobile Breath units offer the officer the ability to send text messages to the participant from the web-based information system to the Mobile Breath unit plus the ability for the participant to press an acknowledgment button on the Mobile Breath unit thereby recording time/date stamped acknowledgement event within the web-based system
- IMPORTANT: The CAM bracelet can only report alcohol events to the CAM in-home unit thus alcohol events detected while the participant/bracelet are away from home/in-home unit incur delayed notification (sometimes hours) until such time as the participant/bracelet returns within range of the CAM in-home unit, Mobile Breath units have internal cellular reporting capable of reporting alcohol events immediately regardless of location

Upon the basis of these points:

Is there any reason The Judiciary is NOT evaluating both Mobile/Remote Breath Alcohol Testing as well as Continuous/Transdermal Alcohol Monitoring?

A3: Pursuant to Act 20 2017 Session Laws of Hawaii, the Judiciary shall establish and administer a statewide program relating to oversight of all continuous alcohol monitoring devices. Continuous alcohol monitoring device means any device or instrument that:

1. Is attached to the person;
2. Is designed to automatically test the alcohol content in a person by contact with the person's skin at least once per one-half hour regardless of the person's location;
3. Detects the presence of alcohol; and
4. Detects attempts to tamper with, obstruct, or remove the device.

Q3a: To enable The Judiciary the capability to evaluate the latest, most advanced technologies, may Proposers additionally include technical information and pricing within their proposals regarding Mobile/Remote Breath Alcohol Testing for evaluation/consideration by The Judiciary?

A3a: RFP proposals shall be evaluated based upon the required specification set forth in RFP J18187.

Q4: As presently written, the RFP appears to require the Contractor to establish its own local offices plus its own local staff, in all five (5) locations, on four (4) different islands for an initial maximum “*estimated number of total participants statewide per year is twenty-five (25)*” with the only mechanism for remuneration being “*The offenders/defendants are solely responsible for all costs associated with the continuous alcohol monitoring devices and services*” (Emphasis: No apparent funds appropriated for subsidy by The Judiciary). We respectfully point out that for any/all leading Continuous/Transdermal Alcohol Monitoring provider(s), this ratio of cost factors/business case will likely result in a participant-paid unit/day price that will prove too costly for the majority of participants to afford, thus making the program non-viable. As such, the majority of new programs commonly beginning with such small participant volumes initially structured as state/agency-paid and state/agency-operated (state-staff performing enrollment, equipment installation/maintenance, participant fee-collections, case management, etc.) until such time as each program site/location justifies an average daily population of approximately thirty (30) participants at which time it would become viable to consider transition to a participant-paid, Contractor-operated, structure. These points made, to enable the Judiciary the capability to additionally evaluate pricing for such alternate approaches, in addition to the current RFP price structure, may Proposers additionally include pricing for state/agency-paid and state/agency-operated structure for evaluation/consideration by The Judiciary?

A4: RFP proposals shall be evaluated based upon the required specification set forth in RFP J18187.

Q5: **1.1 INTRODUCTION** calls out “Under Act 201, all costs associated with the continuous alcohol monitoring devices and services shall be paid for by the users. Services shall be provided on the Island of Oahu, the Island of Maui, the Island of Kauai, the Island of Hawaii (Kona) and the Island of Hawaii (Hilo).” Additionally, **2.1. SCOPE** calls out “The offenders/defendants are solely responsible for all costs associated with the continuous alcohol monitoring devices and services.” Additionally, **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “vi. Collecting offender/defendant payments for service.” Additionally, **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “The Contractor shall provide partial financial relief for any charges to persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act.” Additionally, **3.13. INVOICING AND PAYMENT** calls out “1. **Offender Payment**

- a. Contractor should provide a method or procedure for collection of fees from individual being monitored. Please provide a brief explanation of what methodology would be used to ensure the proper collection of fees.

- b. Contractor must be able to collect monies through the United States Postal Service.
- c. Contractor must have the ability to collect monies via cashier's check, money order and credit card.
- d. Contractor must bill all offenders for the cost of monitoring in monthly increments.
- e. Contractor shall provide partial financial relief for any charges to persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act."

We have questions regarding Offender- Paid elements of the RFP:

In lieu of "collect monies through the United States Postal Service" and/or "bill all offenders for the cost of monitoring in monthly increments" may The Judiciary/Contractor require participants to pay two (2) weeks advance payment at the time of initial enrolment and require participant's to either (a) make payments via phone call to Contractor's payment call center on a weekly or bi-weekly basis and/or (b) require participants to report in person and make payments at Contractor's local office on a weekly or bi-weekly basis?

A5: Vendors shall propose their method or procedures for collection of fees from individuals being monitored. Proposals shall be evaluated based upon the required specification set forth in RFP J18187.

Q5a: Will you please define and qualify in detail what The Judiciary defines as "partial financial relief"?

A5a: The requirement to provide partial financial relief to certain qualified individuals is set forth in Act 201, but is not defined. As such, the vendor may propose methods of providing financial assistance to qualified individuals that will enable them to participate in the continuous alcohol monitoring program.

Q5b: To whom (The Judiciary? Contractor? Other?) shall "persons who apply for such assistance"?

A5b: Defendants shall apply with the Contractor for partial financial relief to Cam services.

Q5c: Who is responsible for (The Judiciary? Contractor? Other?) assessing/determining participant qualifications with regard to "persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act"?

- A5c: The vendor will be responsible to assess/determine participant qualifications with regards to “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”
- Q5d: With regard to “at the time of arrest”, is this indicative that persons who do NOT qualify at the “at the time of arrest” however, may qualify at some time during their term under CAM supervision do or do NOT have a means of being reassessed during their term of CAM supervision and, if SO, who is responsible for re-assessing such persons (The Judiciary? Contractor? Other? – Please define in detail)
- A5d: Yes, defendants may be reassessed during their term of CAM supervision to qualify with regards to “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”. The vendor will be responsible for re-assessing such persons.
- Q5e: Are unpaid Offender-Paid charges paid for by The Judiciary at the end of each month?
- A5e: No.
- Q5f: What annual dollar amount does The Judiciary have budgeted for this contract? If NONE, what steps will The Judiciary take to ensure the Contractor does not suffer continued revenue losses? If NONE, what steps will The Judiciary take to ensure that the majority of all participants referred to the program are NOT “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”?
- A5f: The Judiciary currently has no funding budgeted for this contract and does not know the probability of future funding. The Judiciary cannot ensure the majority of all participants referred to the program are not “persons who apply for such assistance and who are recipients, at the time of arrest, of either food stamps under the Supplemental Nutrition Assistance Program, or free services under the Older Americans Act or Developmentally Disabled Assistance and Bill of Rights Act”
- Q5g: Are offenders assessed/enrolled as Offender-Paid with the ability to pay, who do NOT pay, removed from the program or promptly moved to a Judiciary-Paid program segment? If not, what steps will The Judiciary take to ensure the

Contractor does not suffer continued revenue losses for participant non-payment?

A5g: All changes to participants' enrollment in the program shall be determined by the courts.

Q6: **1.2. SIGNIFICANT DATES** calls out "*The significant dates for this project are as follows:*

<i>Advertisement</i>	<i>11/09/2017</i>
<i>Deadline for Questions</i>	<i>11/17/2017</i>
<i>Response to Written Questions</i>	<i>11/28/2017</i>
<b>PROPOSALS DUE</b>	<i>12/11/2017</i>
<i>Tentative Contract Award Date</i>	<i>December 2017</i>
<i>Tentative Contract Start Date</i>	<i>01/01/2018"</i>

We have questions regarding the RFP scheduling of events:"

Will Judiciary distribute to all prospective vendors, The Judiciary's answers to questions asked by all prospective vendors?

A6: All responses to questions submitted for RFP J18187 will be issued through an addendum and make available to all vendors.

Q6a: What method will Judiciary use to distribute those answers (Email? Fax? Website and, if so, specifically what website)?

A6a: All responses to questions submitted for RFP J18187 will be posted on the Judiciary and State Procurement Office website.

Q6b: Please consider that The Judiciary's answers to questions can have substantial impact on proposal content and direction, including but not limited to potentially varying which model of technology is proposed, thus The Judiciary's answers could warrant potential re-write of entire proposal responses to the RFP Specifications. These points made, will The Judiciary please extend the proposal due date to allow a minimum of two (2) weeks from the posting/distribution of final addendum/answers to questions until the proposal due date?

A6b: Any changes to RFP J18187, including proposal due date, shall be issued through an addendum.

Q6c: In lieu of attending the opening in person, are the names of proposers accessible after proposal opening via The Judiciary web site (such as a bid tabulation) or via phone or via email request?

A6c: Request for Proposal (RFP) solicitations do not have bid tabulations. The names

of proposers are accessible via email request after an award has been issued.

Q6d: Specifically when do technical proposals become public record?

A6d: Proposals become public record after a contract is executed from the RFP.

Q6e: Specifically when do price proposals become public record?

A6e: Proposals become public record after a contract is executed from the RFP.

Q6f: What is The Judiciary's preferred method for interested parties to request access to such public records and who is the contact person/contact details to whom such requests should be submitted?

A6f: Requesting access to proposals shall be directed to the Contracts and Purchasing Office at 808-586-5805. Requesters shall be assessed a charge for all hard copies.

Q6g: Will Judiciary conduct proposer oral presentations as part of this evaluation?

- i. If so, will oral presentations occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- ii. Approximately what dates are oral presentations anticipated to occur?

A6g: No. Judiciary will not conduct proposer oral presentation as part of the evaluation.

Q6h: Will Judiciary conduct functional testing as part of this evaluation?

- iii. If so, will functional testing occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- iv. When will Judiciary notify proposers they have been selected for functional testing? - To allow proper time for preparation/travel arrangements and shipping of necessary equipment, will Judiciary please provide at least two (2) weeks advance written notice of the need for functional testing?
- v. Specifically how will functional testing factor into the RFP evaluation criteria and specifically how many evaluation points are attributed to functional testing?
- vi. Will actual offenders/participants or only Judiciary officers/staff/users participate in functional testing?
- vii. Acknowledging that each proposer's methodology is different, will Judiciary please provide ample time (3 hours) for advance proposer training of Judiciary staff who will participate in functional testing?

A6h: No. Judiciary will not conduct functional testing as part of the evaluation.

Q6i: Does The Judiciary anticipate conducting Best and Final Offers as part of this RFP?



- i. If so, will Best and Final Offers occur with: All proposers? A group of proposer finalists? Only with the proposed awardee?
- ii. Approximately when in the RFP schedule and what date are Best and Final Offers anticipated to occur?

A6i: No. Judiciary will not be conducting a Best and Final Offer.

Q6j: Approximately what date in “December 2017” is the notice of award/award anticipated to occur?

A6j: The notice of award/award is anticipated to be issued within the last two (2) weeks in December.

Q6k: Will Judiciary notify all proposers of an intent to award/award and, if so, what method will The Judiciary use to notify proposers (Email? Fax? Website and, if so, specifically what website)?

A6k: Judiciary will not issue an intent to award/award.

Q6l: What is the end date of the incumbent Judiciary CAM contract?

A6l: Judiciary does not have an incumbent CAM contract.

Q6m: What is The Judiciary’s target date to complete transition/enrollment of all program participants onto CAM?

A6m: Judiciary currently does not have a CAM contract. Therefore, there are no program participants to transition onto CAM. Pursuant to Act 201, the act shall take effect on January 1, 2018.

Q7: **2.1. SCOPE** calls out “Contractor is required to provide the equipment and all related services, such as installation and removal of devices, monitoring, troubleshooting, maintenance, data collection and reporting.” Additionally **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “2. In combination with the Continuous Alcohol Monitoring Services the Contractor shall provide “Offender/Defendant management” or “case management” services, which include the following: a. Adequately trained Contractor employees available during normal business hours on the Island of Oahu, the Island of Maui, the Island of Kauai, the Island of Hawaii (Kona) and the Island of Hawaii (Hilo), whose duties shall include but not be limited to:

- Service appointments with offenders/defendants for installation, maintenance, termination and/or compliance purposes. The person shall be fitted with a continuous alcohol monitoring device within five business days of the person’s initial court appearance, or as soon thereafter as is practicable. Contractor must fit the continuous alcohol monitoring device on the person not later than fifteen calendar days from the person’s initial court appearance unless Contractor establishes that circumstances beyond its control prevented it from

meeting this deadline. The Contractor shall terminate service within two (2) business days upon notification by parties determined by the Judiciary, and remove the equipment.

- Verifying proper functionality of offender/defendant's installed continuous alcohol monitoring equipment as needed." We have several questions related to the contractor installation/removal of equipment, troubleshooting of equipment, servicing equipment in the field, removal of equipment:

How will the contractor be provided with the request for installation (Web-based enrollment? E-mail? Other?)

A7: The Judiciary has not developed procedures, at this time, on how the contractor will be provided with the request for installation. Procedures shall be developed prior to contract execution.

Q7a: During what days of the week and what hours of those days are installations to be conducted for The Judiciary (Example: Monday – Friday 8AM-5PM HST)?

A7a: RFP J18187, Section 2.3 Customer Support Requirements, 4 state:

The Contractor shall accommodate the service requirements of the offenders/defendants during normal business hours of Monday through Friday, 7:45 a.m. to 4:45 p.m. The Judiciary reserves the option to adjust future operational hour requirements based upon business needs.

Q7b: Are in-home installations ever required and, if so, what circumstances warrant in-home installation?

A7b: Although in-home installations are not likely anticipated, Contractor shall assess if and when in-home installations are required.

Q7c: If Contractor is required to perform installations at the participant's home, what programmatic circumstances does the participant face that will ensure that the participant stays home until the installer arrives?

A7c: Circumstances will be determined by the court.

Q7d: What advance steps does The Judiciary take to confirm the participant is at the residence before sending the Contractor?

A7d: None

Q7e: What days of the week/hours of the days is the Contractor required to make service calls?

A7e: RFP Section 2.2.2 states the following:

The Contractor shall repair and/or replace defective or malfunctioning parts and/or equipment within one (1) business day after the notice or knowledge of a malfunction or failure that may impede or interrupt continuous alcohol monitoring services. The Contractor shall notify the Judiciary, as applicable, immediately upon completion of the repair and/or replacement. The Contractor shall not charge the Judiciary for any units.

Q7f: What events warrant Contractor involvement at the participant's home and does the officer accompany the installer for each?

A7f: Contractor shall determine if their involvement is warranted at the participant's home. There will be no officer to accompany the installer.

Q7g: How many total new installations are anticipated each month?

A7g: Pursuant to RFP J18187, Section 3.4 – Quantity:

The estimated number of total participants statewide per year is twenty-five (25) in the following locations: Oahu, Maui, Kauai and Hawaii. Because the Court has the discretion to determine if a person should be ordered to wear a continuous alcohol monitoring device, the number on each island cannot be determined; however, the estimated distribution is Oahu (12), Maui (5), Kauai (2) and Hawaii (6).

Q7h: Is The Judiciary open to requiring offenders/participants to return the monitoring equipment to the applicable Judiciary and/or Contractor office upon successful release from the monitoring program whereby a Contractor installer can make regular trips to offices to retrieve equipment?

A7h: At this time offenders/participants shall return the monitoring equipment to the Vendor.

Q7i: With regard to equipment retrievals, is The Judiciary open to revisiting the program guidelines governing a participant's compliant termination until the equipment is returned (either at the participant's home, the court, or at a Judiciary or Contractor office?)

A7i: No, not at this time.

Q7j: What percentage of contractor equipment retrievals occur for each scenario:  
○ Participant equipment return to Judiciary or Contractor offices? = \_\_\_%  
○ Contractor pick-up at participant homes? = \_\_\_\_%

A7j: This is a new service for the Judiciary, therefore we do not have this data.

Q7k: How many retrievals at the participant's home are processed each month?

A7k: This is a new service for the Judiciary, therefore we do not have this data.

Q7l: How many participants return units to Judiciary or Contractor offices each month?

A7l: This is a new service for the Judiciary, therefore we do not have this data.

Q7m: Who will investigate equipment tamperers (Judiciary officer? Contractor?) If the Contractor, please define the specific steps The Judiciary requires to be taken.)

A7m: The Vendor will report all equipment tampering to parties designated by the Judiciary. The designated parties will receive the report from the Vendor and determine if an investigation is warranted.

Q8: **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “v. *The Contractor shall bear any expense in providing necessary office space, equipment and services for on-site employees, including but not limited to local office space, minimally in the following island locations: Oahu, Maui, Kauai, Hawaii (Kona) and Hawaii (Hilo), office supplies, computers, laptops, computer monitors, printers, copiers, all computer accessories, as well as any necessary software, office furniture, telephones, phone or Internet services.*”

Will The Judiciary provide office space for Contractor staff to perform services for Continuous Alcohol Monitoring at Judiciary facilities?

A8: No, the Judiciary will not provide office space for Contractor staff to perform services for Continuous Alcohol Monitoring at Judiciary facilities.

Q8a: If NOT, is it a requirement as a condition of the award of this RFP for the Proposer/Contractor to establish its own local office at the inception of this contract in each/every one of the five (5) specified island locations?

A8a: Yes, it is a requirement as a condition of the award of this RFP for the Proposer/Contractor to establish its own local office at the inception of this contract in each/every one of the five (5) specified island locations.

Q9: **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “vii. *The Judiciary must approve Contractor site employees prior to employees’ on-site start date.*” To enable Proposers to budget hires in advance of proposing, may we please have a complete and detailed list of The Judiciary requirements for Contractor site employees?

A9: At minimum, it would include technical knowledge of and experience in installing the equipment, and direct customer service experience.

Q10: **2.3 CUSTOMER SUPPORT REQUIREMENTS** calls out “*viii. The Contractor shall collaborate with The Judiciary to determine further duties/responsibilities for on-site Contractor employees.*” To enable Proposers to budget Contractor staffing volumes and associated Contractor staffing activities in advance of proposing, may we please have a complete and detailed list of any/all further duties/responsibilities for on-site Contractor employees?

A10: RFP J18187, Section 2.3.2(a)(vii) has been deleted.

Q11: **2.6 LOSS OR DAMAGE TO EQUIPMENT/DEVICES** calls out “*In the event that Continuous Alcohol Monitoring equipment is lost or damaged as a result of the acts or omissions of the offender, Contractor shall pursue any remedies solely against the offender/defendant.*” Additionally, **SECTION FOUR PROPOSAL FORM I. Proposal prices**, calls out “*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT...*” We have several questions related to lost/damaged/stolen equipment:

How many Judiciary devices were lost last year?

- CAM Bracelets lost/damaged/stolen last year=\_?
- CAM Landline In-Home Units lost/damaged/stolen last year=\_\_\_\_\_?
- CAM Cellular In-Home Units lost/damaged/stolen last year=\_?

A11: This is a new service for the Judiciary, therefore we do not have this data.

Q11a: Are Judiciary participants violated from the program for intentional lost/damage/stolen equipment?

A11a: All changes to participants’ enrollment in the program shall be determined by the courts.

Q11b: To avoid continued losses, will The Judiciary eliminate from program eligibility any participant who intentionally damages, steels or loses Contractor equipment?

A11b: All changes to participants’ enrollment in the program shall be determined by the courts.

Q11c: Losses impact every vendor’s pricing on this contract as every vendor must attempt to factor lost/damaged/stolen equipment into their price proposal. May vendors charge participants the replacement prices for each component of equipment as identified in **SECTION FOUR PROPOSAL FORM, I. Proposal prices** “*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*”?

A11c: Yes, vendors may charge participants the replacement prices for each component of equipment as identified in **SECTION FOUR PROPOSAL FORM, I. Proposal prices** “*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*”

Q12: **2.11 TRAINING/ORIENTATION** calls out “*The Contractor shall agree to provide, at no additional cost, full employee training regarding current services, interpreting reports, web based service (if applicable), etc. and any supplemental training as needed. Under this paragraph, training needs will be determined and approved by The Judiciary.*” We have questions regarding training for Judiciary staff:

Approximately how many Judiciary staff require to be trained in each location?

- Island of Oahu = \_\_\_ Judiciary staff require to be trained
- Island of Maui = \_\_\_ Judiciary staff require to be trained
- Island of Kauai = \_\_\_ Judiciary staff require to be trained
- Island of Hawaii (Kona) = \_\_\_ Judiciary staff require to be trained
- Island of Hawaii (Hilo) = \_\_\_ Judiciary staff require to be trained

A12: Training shall be provided for no more than five (5) employees per site.

Q12a: To enable vendors to budget recurring training costs in their proposals, following initial training, approximately how frequently is Judiciary state-wide training anticipated to be required?

A12a: Approximately one state-wide recurring training per year or as staff needs require.

Q12b: Is training conducted at Judiciary facilities? If NOT, where and at whose expense?

A12b: All training shall be held at the Vendor’s office sites at the vendor’s expense.

Q12c: For initial training, is Judiciary open to interactive webinar training sessions conducted with a live/remote contractor trainer?

A12c: Yes, Judiciary is open to interactive webinar training sessions conducted with a live/remote contractor trainer.

Q12d: For refresher training sessions, is Judiciary open to interactive webinar training sessions conducted with a live/remote contractor trainer?

A12d: Yes, Judiciary is open to interactive webinar training sessions conducted with a live/remote contractor trainer.

Q13: **SECTION THREE SPECIAL PROVISIONS** calls out “**3.4 QUANTITY** *The*

*estimated number of total participants statewide per year is twenty-five (25) in the following locations: Oahu, Maui, Kauai and Hawaii. Because the Court has the discretion to determine if a person should be ordered to wear a continuous alcohol monitoring device, the number on each island cannot be determined; however, the estimated distribution is Oahu (12), Maui (5), Kauai (2) and Hawaii (6).”*

By “*The estimated number of total participants statewide per year is twenty-five (25)*” is this intended to be the total number of participant passing through the program in a given year or is this intended to be the anticipated average daily population of participants in the program?

A13 It is estimated a total of twenty-five (25) participants will pass through the program per year.

Q13a: Is this an incumbent Judiciary contract or a new Judiciary contract?

A13a: This is a new Judiciary contract.

Q13b: Are there any pending initiatives that may increase or decrease Judiciary use of Continuous Alcohol Monitoring and, if so, will you please indicate each with an anticipated impact timeline and associated percentage of increase/decrease by technology type?

A13b: At this time, Judiciary has no knowledge of pending initiatives that may increase or decrease Judiciary use of Continuous Alcohol Monitoring.

Q13c: How many participants as an average daily population are anticipated to be in use in each specified location within six (6) months from the inception of this contract?:

- Island of Oahu = \_\_\_ participants as an average daily population in use within six (6) months from inception of the new contract
- Island of Maui = \_\_\_ participants as an average daily population in use within six (6) months from inception of the new contract
- Island of Kauai = \_\_\_ participants as an average daily population in use within six (6) months from inception of the new contract
- Island of Hawaii (Kona) = \_\_\_ participants as an average daily population in use within six (6) months from inception of the new contract
- Island of Hawaii (Hilo) = \_\_\_ participants as an average daily population in use within six (6) months from inception of the new contract

A13c: The number of participants as an average daily population to be used in each specified location within six (6) months will be determined by the courts.

Q13d: How many participants as an average daily population are anticipated to be in

use in each specified location within twelve (12) months from the inception of this contract?:

- Island of Oahu =\_\_participants as an average daily population in use within twelve (12) months from inception of the new contract
- Island of Maui =\_\_participants as an average daily population in use within twelve (12) months from inception of the new contract
- Island of Kauai =\_\_participants as an average daily population in use within twelve (12) months from inception of the new contract
- Island of Hawaii (Kona) =\_\_participants as an average daily population in use within twelve (12) months from inception of the new contract
- Island of Hawaii (Hilo) =\_\_participants as an average daily population in use within twelve (12) months from inception of the new contract

A13d: The number of participants as an average daily population to be used in each specified location within twelve (12) months will be determined by the courts.

Q14: **3.7. EVALUATION calls out “2. Price: The lowest offered price consistent with the requirements specified in the RFP will be awarded 30 points. Remaining proposals will be awarded a proportionate number of points based on the amount of difference between the two quoted prices. (Maximum points = 30 points).”** Additionally, **SECTION FOUR PROPOSAL FORM, I. Proposal prices** calls out fourteen (14) line items to for the Proposer to enter prices. Specifically how will The Judiciary use the fourteen (14) line items on **SECTION FOUR PROPOSAL FORM, I. Proposal prices** to calculate the “4.0 Evaluation Criteria”, “Level 2 – Detailed Proposal Assessment”, for “30 Points, Cost”?

A14: This question is unclear. Section Four Proposal Form, I. Proposal Prices, does not contain fourteen (14) line items for the Proposer to enter prices.

Q14a: Will “*ADDITIONAL FEES*” factor as equally as “*Unit Price Per Day*” into calculating the “4.0 Evaluation Criteria”, “Level 2 – Detailed Proposal Assessment”, for “30 Points, Cost”?

A14a: No, Additional fees will not be calculated as equally as Unit Price Per Day for evaluation purposes.

Q14b: If NOT specifically how will “*ADDITIONAL FEES*” factor into calculating the “4.0 Evaluation Criteria”, “Level 2 – Detailed Proposal Assessment”, for “30 Points, Cost”?

A14b: Additional Fees and Fees for Replacing Lost, Damaged and/or Stolen Equipment will constitute 20% of the cost evaluation.



Q14c: Will “*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*” factor as equally as “*Unit Price Per Day*” into calculating the “*4.0 Evaluation Criteria*”, “*Level 2 – Detailed Proposal Assessment*”, for “*30 Points, Cost*”?

A14c: No, Fees for Replacing Lost, Damaged and/or Stolen Equipment will not be calculated as equally as Unit Price Per Day for evaluation purposes.

Q14d: If NOT specifically how will “*FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT*” factor into calculating the “*4.0 Evaluation Criteria*”, “*Level 2 – Detailed Proposal Assessment*”, for “*30 Points, Cost*”?

A14d: Additional Fees and Fees for Replacing Lost, Damaged and/or Stolen Equipment will constitute 20% of the cost evaluation.

Q15: Notification is a key cost factor to all leading tracking companies and the following answers directly impact cost and ultimately impacts proposal pricing in response to this RFP:

May we please have a complete copy of The Judiciary’s current notification protocols? If The Judiciary is uncertain of this information, the incumbent CAM contractor has it and is required under contract to provide this information to The Judiciary. To ensure a high level competition, we respectfully request, where necessary, that The Judiciary obtain this data from the incumbent contractor and share it with all prospective bidders via response to this question.

A15: Judiciary does not have a current notification protocol or an incumbent CAM contractor to provide this information.

Q15a: What percentage of The Judiciary’s overall participants will involve live monitoring center operator notifications that must be escalated to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert? = \_\_\_\_\_% of the overall participants.

A15a: RFP J18187 does not require live monitoring center operator notifications or confirmed receipt.

Q15b: What percentage of The Judiciary’s overall participants will involve automated alert notification withOUT live monitoring center operator notifications and withOUT escalation to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert? = \_\_\_\_\_% of the overall participants.

A15b: 100% of the Judiciary’s overall participants will involve automated alert notification withOUT live monitoring center operator notifications and withOUT escalation to multiple Judiciary staff until staff confirms receipt of the alert and/or clear the alert.

Q16: At numerous points throughout the RFP/Specifications it calls out the word “*mandatory*” “*shall*” and “*must*” indicative of mandatory requirements that must be met or the proposal may be rejected, while others call out “*should*” or “*may*” that would be preferred (not mandatory) and in their absence the proposal may be scored down. We have several questions here:

Acknowledging that each manufacturer uses unique methodology to accomplish essentially the same overall objective, with regard to the RFP’s use of the words “*mandatory*”, “*shall*” and “*must*”, how will The Judiciary treat proposals to such items that do not address such requirements as worded and/or offer advanced and/or alternate methodologies for accomplishing the same overall objectives? (Examples: Will The Judiciary reject the proposal for any such deviances? Will The Judiciary evaluate all proposals received and potentially score down those that do not address *shall/must* requirements as specified or use more advanced approaches?) Please define in detail.

A16: Not responding to the RFP specification requirements will impact the Contractor’s RFP evaluation score.

Q16a: Is it mandatory that proposals meet all requirements prefaced with “*mandatory*”, “*shall*” and “*must*”?

A16a: Yes.

Q16b: If so, will Judiciary reject proposals that fail to meet the requirements prefaced by “*mandatory*” “*shall*” and/or “*must*”?

A16b: Not responding to the RFP specification requirements will impact the Contractor’s RFP evaluation score.

Q16c: If NOT, how will Judiciary determine compliance with their Scope of Work and score proposals accordingly?

A16c: Proposal evaluations shall be conducted by the evaluation committee members.

Q16d: If NOT, specifically which items are mandatory and which are NOT mandatory rather, preferred?

A16d: Requirements set forth in RFP J18187 are mandatory, unless otherwise specified.

Q17: **3.6 SUBMISSION OF PROPOSALS** calls out:

*Offerors shall submit four (4) copies (1 original, 3 copies) of the Proposal.*

*Completed proposals must be postmarked before midnight on or submitted no later than the due indicated in the Significant Dates Section of this RFP to:*

*The Judiciary, State of Hawaii Financial Services  
Director 1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807 Attention: Kelly Kimura*

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE OFFEROR UNOPENED**

*Offers on CD or flash drive.* *As an option to submitting hard copies (orig. +3) of your entire offer packet, offers may be submitted on CD or flash drive (4 copies) in Adobe pdf format no later than the date and time indicated in the Significant Dates section of this RFP.*

*Offers via electronic submittal.* *As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated in the Significant Dates section of this RFP to the above Purchasing Specialist via Email or FAX.*

*Offeror bears responsibility for transmission.* *Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing Judiciary and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that the Judiciary's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted."*

If proposals are submitted online via "*on CD or flash drive*" or submitted "*via electronic submittal*" sufficient for a responsive submittal or is the submittal of "*four (4) copies (1 original, 3 copies) of the Proposal*" also/ additionally required?

A17: Four (4) copies (1 original, 3 copies) of the proposal is not additionally required if the proposal is submitted on CD or flash drive OR via electronic submittal.

Q18: In order to allow vendors to review all answers to questions and create a thorough, quality proposal during the holiday schedules, will the Judiciary allow an extension to the proposal deadline?

A18: Any changes to RFP J18187, including proposal due date, shall be issued through an addendum.

Q19: In the interest of ensuring the best possible service, will the Judiciary please consider adding a requirement that all proposed vendors list contracts terminated for non-performance, non-compliance, or any other reason in the last five years? Response should include the reason for the termination and the contract information for the agency contact.

A19: Any changes to RFP J18187 shall be issued through an addendum.

Q20: Page 5, Section 2.2.3.ii.5, "Have the ability to detect and report attempted tampers immediately upon occurrence." Currently available Continuous Alcohol Monitoring technology relies on a base station or manual upload of data. Would the Judiciary modify the language to ask that: "Removals or strap tampers will be reported as soon as the data is available? Any other tamper alerts will be reported within one business day."

A20: Any changes to RFP J18187 shall be issued through an addendum.

Q21: Page 5, Section 2.3.2.1.iii, "Daily receipt, review, interpretation and distribution of all Continuous Alcohol Monitoring reports for Judiciary offenders/defendants. Contractor must be able to detect, record, evaluate and alert parties designated by the Judiciary within 2 hours of the receipt of the presence of an alcohol consumption event.

Page 6, Section 2.3.6, "It is the responsibility of the Contractor to determine any positive transdermal alcohol level is a result of alcohol use. If the Contractor concludes that any violation/incident has occurred, the Contractor shall report the violation/incident to parties determined by the Judiciary within one (1) business day of its discovery by the Contractor.

Will the Judiciary remove the requirement of 2.3.2.a.iii or clarify the difference between requisition and 2.3.6?

A21: RFP J18187, Section 2.3.2.1.iii, has been deleted.

Q22: Page 7, Section 2.4 Reporting Requirements.

The Contractor shall furnish parties designated by the Judiciary with a summary and detailed report of Continuous Alcohol Monitoring events within one (1) business day after a violation is detected, or as requested by the Judiciary or parties designated by the Judiciary. The reports shall include any supporting documentation, remarks and comments including but not limited to:

- Documentation of installation.
- Documentation of removal.

- All service reports regarding compliance and/or violation(s).
- Any unusual or irregular events.

Would the Judiciary please clarify what would qualify as unusual or irregular events?

A22: RFP J18187, Section 2.4(3)(d) has been deleted.

Q23: Page 7, Section 2.5. Termination of Service

The Contractor shall not terminate the offender from services, deactivate the device, or stop monitoring the device until removal of the device has been authorized by the court. Contract shall pursue any outstanding payment due solely from the offender/defendant.

Would the Judiciary consider adding language to this section that monitoring may be stopped if the client removed the device?

A23: Any changes to RFP J18187 shall be issued through an addendum.

The following are revisions made to RFP J18187:

1. RFP J18187, Section 2.3.2(a)(vii) has been deleted.
2. RFP J18187, Section 2.3.2.1.iii, has been deleted.
3. RFP J18187, Section 2.4(3)(d) has been deleted.

4. Revise Section Four Proposal Form, I Proposal prices to read as follows:

**I. Proposal prices**

<b>DESCRIPTION</b>	<b>A. UNIT PRICE PER DAY</b>	<b>B. # OF DAYS</b>	<b>AMOUNT</b>
Continuous Alcohol Monitoring Equipment and Services via Landline	\$ _____	365	\$ _____ (A x B)
Add-on Fee for Cellular Home Unit (for participants without landline phone service)	\$ _____	365	\$ _____ (A x B)
<b>AMOUNT (C)</b>			\$ _____
<b>DESCRIPTION</b>	<b>A1. FEE</b>	<b>B1. # of PARTICIPANTS</b>	<b>AMOUNT</b>
One-Time Enrollment Fee	\$ _____	25	\$ _____ (A1 x B1)
<b>AMOUNT (D)</b>			\$ _____
<b>TOTAL AMOUNT (C+ D)</b>			\$ _____

NOTE: Estimated price amounts shall include all applicable taxes and expenses (including all shipping and related transportation costs through delivery of results). TOTAL 12 MONTH AMOUNT should agree with Amount shown on page 1 of the Proposal.

**ADDITIONAL FEES:**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Late Payment Fee (charged for fees two weeks or more overdue)	\$ _____

**FEES FOR REPLACING LOST, DAMAGED AND/OR STOLEN EQUIPMENT:**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Strap for Continuous Alcohol Monitoring Bracelet	\$ _____
Continuous Alcohol Monitoring Bracelet	\$ _____

Continuous Alcohol Monitoring Landline Home Unit	\$ _____
Continuous Alcohol Monitoring Cellular Home Unit	\$ _____

EXPERT WITNESS FEES:

<b>DESCRIPTION</b>	<b>AMOUNT</b>
Actual Court Time	\$ _____/Hour
Travel/Waiting Time	\$ _____/Hour
Maximum Fee Per Day	\$ _____/Day