

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR ALCOHOL MONITORING
FOR VARIOUS COUNTY DEPARTMENTS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for alcohol monitoring have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

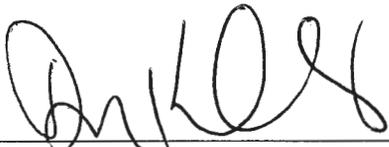
WHEREAS, based on those proceedings this Board has duly deliberated and considered the bids received; and,

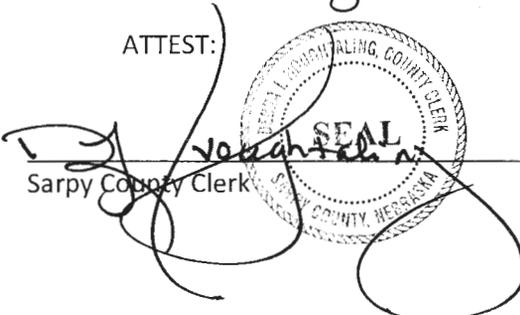
WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

1. The low bid of Vigilnet America LLC for Option 1: Continuous Alcohol Monitoring in the amount of Cellular Supply and Support: \$7.20 per day; Cellular Full Service: \$10.75 per day; Landline Supply and Support: \$5.95 per day; Landline Full Service: \$9.50 per day is accepted, ratified, and confirmed.
2. Based upon the recommendation of the Purchasing Department, and upon a comparison of the bids to the bid specifications, the bid is hereby awarded to the lowest responsible bidder Vigilnet America LLC for Option 2: At Home Alcohol Monitoring in the amount of Supply and Support: \$4.65 per day; Full Service: \$6.95 per day is accepted, ratified, and confirmed.
3. This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 23rd day of August, 2016.


 Sarpy County Board Chairman

ATTEST:

 Sarpy County Clerk



SEAL

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Award Bid for Alcohol Monitoring

On August 4, 2016, three (3) bids were opened for Alcohol Monitoring for various County departments including Pretrial Release, Diversion and the Sheriff's Office with the majority of the use coming from Pretrial Release. The bid included two types of monitoring services – continuous alcohol monitoring and at home monitoring. At the time of RFP release, the County had no participants on the at home monitoring system and 53 participants on the alcohol monitor. Approximately 80-90% of participants are on the cellular alcohol monitor. Currently, all participants were connected by the vendor, also known as full service.

After reviewing the bids, it is recommended the bid be awarded to the low bidder, Vigilnet America LLC for option 1 – continuous alcohol monitor for \$7.20 for cellular supply and support only and \$10.75 full service; \$5.95 for landline supply and support only and \$9.50 full service. It is recommended the bid for option 2 – at home alcohol monitoring be awarded to the lowest responsible bidder, Vigilnet America LLC, for \$4.65 for supply and support only or \$6.95 for full service. Judges require all participants in the Pretrial Release Program to be connected on site. Therefore, having a charge for shelf units for at home monitoring is not an option that should be considered.

Please feel free to contact me with any questions.

August 18, 2016


Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Danielle Richler
Jennifer Thomas
Capt. Shukis

Bid Tab
Alcohol Monitoring

Bid Opening:
2:00 p.m., Thursday
August 4, 2016

	BI Incorporated	Vigilnet	1A Smart Start, LLC
Option 1: Continuous Alcohol Ankle Monitor - Cellular			
		\$7.20 Supply Support/\$10.75 Full	
Monitoring Fee, Daily	\$7.97	Service	No Bid
Training	\$0.00	\$0.00	
Shelf Unit, Daily	\$0.00/\$6.02 excess allowance	\$0.00	
Option 1: Continuous Alcohol Ankle Monitor - Landline			
		\$5.95 Supply Support/\$9.50 Full	
Monitoring Fee, Daily	\$6.45	Service	No Bid
Training	\$0.00	\$0.00	
Shelf Unit, Daily	\$0.00/\$4.50 excess allowance	\$0.00	
Option 2: At Home Alcohol Monitoring			
		\$4.65 Supply Support/\$6.95 Full	
Monitoring Fee, Daily	\$5.60	Service	\$4.25
Training	\$0.00	\$0.00	0
Shelf Unit, Daily	\$0.00/\$2.95 excess allowance	\$0.00	\$0.00 enrolled at location/\$2.60 enrolled at Sarpy

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Vigilnet America LLC, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Alcohol Monitoring for the Various County Departments; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Alcohol Monitoring in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services

documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

E. Vendor will submit invoices to the ordering County department for work completed based on the amounts specified in Vendor's bid.

F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

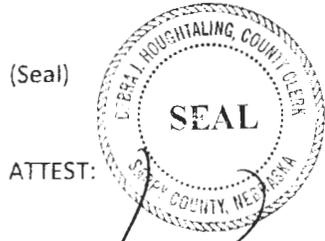
This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended

except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

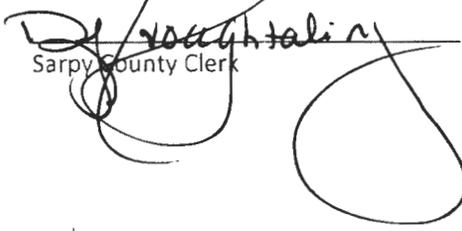
County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Vendor: Mr. Dave Sinnott
Vigilnet America LLC
11248 John Galt Blvd.
Omaha, NE 68137

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 23rd day of August, 2016.



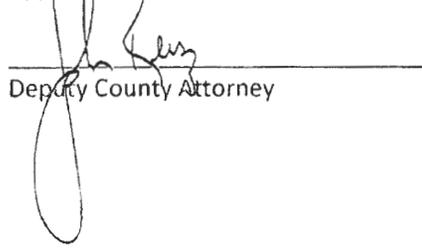
ATTEST:


Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate


Chairperson
Sarpy County Board of Commissioners

Approved As To Form:


Deputy County Attorney

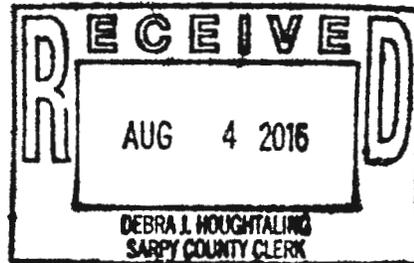
Vendor: Vigilnet America LLC

By:  DAVID SWINOTT

Title: Nebraska Operations Director

Sealed Bid - Alcohol Monitoring

**Vigilnet America LLC
August 4, 2016 at 2:00 pm CST**



12:29 pm - 34

 **VIGILNET™**

11248 John Galt Blvd.
Omaha, NE 68137

TO:

**Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion NE 68046**

SARPY COUNTY, NEBRASKA

REQUEST FOR PROPOSALS

Alcohol Monitoring For the **Various County Departments**

PROPOSALS DUE:
2:00 p.m., Thursday, July 28, 2016

General Information

Notice to Vendors

Sarpy County is seeking proposals for Alcohol Monitoring for the Various County Departments. The successful Vendor will enter into a Contract that incorporates both the RFP along with the submitted proposal commencing September 1, 2016 until December 12, 2018 with one (1), two (2) year option.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, July 28, 2016. Bids shall be in a sealed envelope, clearly marked "Sealed Bid – Alcohol Monitoring" and shall have the name of the Vendor and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original, four (4) copies and an electronic copy, i.e. CD, of the completed proposal.

Requests for information and clarification questions must be received by July 21, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Garber, Purchaser, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046, (402) 593-4476, bgarber@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, July 28, 2016.

All bids submitted shall be valid for a period of ninety (90) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation. All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B. Destination, freight prepaid, Sarpy County, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

Evaluation will be done by Beth Garber, Sarpy County Purchaser along with personnel from the Various County Departments. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.

The following factors will be used to consider the award of the bid, where applicable:

- a) Compliance with all requirements.
- b) Price.
- c) The ability, capability, and skills of the Vendor to perform.
- d) The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
- e) The quality of previous performance.
- f) Whether the Vendor can perform within the time specified.
- g) The previous and existing compliance of the supplier with laws.
- h) The life-cost of the personal property or services in relation to the purchase price and specified use.
- i) The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
- j) The energy efficiency ratio as stated by the supplier.
- k) The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
- l) Such other information as may be secured having a bearing on the decision.

Terms and Conditions

1. Information, Discussion and Disclosures

Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other bidding documents, or correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Garber, 1210 Golden Gate Drive, Suite 1220, Papillion, NE 68046 or bgarber@sarpy.com. **Requests must be received by July 21, 2016 at 12:00 p.m. in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

2. Addenda

All addenda will become part of this RFP and must be responded to by each Vendor.

All addenda must be acknowledged in writing in the bid submitted by the Vendor.

This RFP, any subsequent addenda, and any written responses to questions take precedence over any information previously provided.

3. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. **Pricing information is not considered financial information and therefore is not considered Confidential.** Please note: even if Vendor believes pricing information is confidential and includes it in a separate, sealed envelope, such information will be read aloud and entered into record during the public bid opening. For all other appropriately identified proprietary, trade secret, or confidential commercial or financial information, the Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public, upon request.

4. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102, Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2010), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

5. Conflict of Interest Clause

Pursuant to Neb. Rev. Stat. §23-3113, the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

6. Payment Terms

The successful Vendor shall submit monthly itemized invoices by department for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice and satisfactory delivery.

7. Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

8. Term

The Contract will commence on September 1, 2016 until December 12, 2018 with one (1), two (2) year option. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current contract year. Any cost changes for the option years is the responsibility of the Vendor. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

9. Renewal

The Contract shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current contract period of the intent not to renew.

10. Termination

Either party may terminate the Contract with ninety (90) days' written notice to the other.

11. Residency Verification

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-

Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

- a) If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- b) The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

12. Breach

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

13. Insurance Requirements

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the County in the event of cancellation of, or material change in, any of the coverages.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County

within thirty (30) days of any deviations from the minimum requirements presented in this section.

14. Assignment

The Vendor may not assign this Contract without the prior written consent of the County.

15. Subcontracting

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

16. Independent Contractor

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

17. Indemnity

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

18. Company Information

Vendor will provide the following company information on the bid form:

- a. Years in business;
- b. Number of employees; and,
- c. Total sales for last three (3) years.

19. Tobacco Free Notice

The use of tobacco is not permitted within the facilities or on the property of leased and owned Sarpy County buildings at any time including, but not limited to lawns, sidewalks, parking lots and vehicles on authorized County business.

Specifications

1. Scope of Services

Sarpy County is seeking proposals for Alcohol Monitoring (AM) equipment and services for both at home Breath (BrAC system) and continuous ankle alcohol transdermal (TAC) monitoring devices. Vendors may bid on one or both monitoring devices. Sarpy County reserves the right to award the bid to multiple vendors. Equipment shall be installed, in accordance to the RFP, by either County or Vendor, with software/online monitoring set up and initial training completed by September 12, 2016.

AM equipment is current used by the following County departments: Pretrial Services, Sheriff's Office and Diversion. Throughout the contract term, Sarpy County reserves the right to add additional departments into the agreement under the same terms and conditions.

Vendors must meet the minimum specifications set here within. Exceptions must be listed on the appropriate form.

The Vendor shall be required to furnish all materials, equipment and/or services necessary to perform contractual requirements. Materials and workmanship in the construction of equipment for this Agreement shall conform to all codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials shall be manufactured in accordance with the best commercial practices and standards for this type of equipment.

The Vendor must provide software, monitoring units, batteries, tools and any other equipment necessary for a turnkey solution. Vendor shall also provide all software necessary to allow Sarpy County personnel to manage client's data schedule through the use of a web browser.

2. Reports

Please describe the capability of producing reports. Include report examples.

3. Vendor Responsibilities

The Vendor shall provide all necessary tools, straps and other accessories, including battery replacements, for attaching and/or removing the participant's devices. Vendor must detail how lost, damaged, malfunctioning or stolen equipment by participants will be handled. Pricing for lost or damaged equipment to be provided on the Bid Form.

The Vendor shall provide technical services on a toll free basis during the entire contract period at no additional cost to Sarpy County. Within the submitted proposal, vendors shall define how support and installation of devices will occur. The Vendor shall provide initial training and in-service or advanced training as deemed necessary and/or appropriate by the Vendor and/or Sarpy County, to accommodate equipment changes or modifications.

Sarpy County will keep units on stock. The cost for stock/shelf units should be defined on the Bid Form. Vendor must overnight deliver all units 365 days a year. Shipping will be at no additional cost to the County.

Stock units shall be, at a minimum:

Pretrial Services:	TAC Units – 2 BrAC Units – 5
Sheriff’s Office:	TAC Units – 1 BrAC Units – 1
Diversion Services:	TAC Units – 0 BrAC Units – 0

Nearest warehouse where product will be shipped from:

The Vendor shall provide enough monitoring units for daily usage. The Vendor shall provide units on an as needed basis for the prices set forth in the Bid Form. Currently, Sarpy County has the following inventory of monitors in use:

Pretrial Services:	TAC Units – 53 BrAC Units – 0
Sheriff’s Office:	TAC Units – 0 BrAC Units – 0
Diversion Services:	TAC Units – 0 BrAC Units – 0

The average number of days of participation varies from seven (7) to seventy seven (77) or longer. The average length of participation for Pretrial Services is 77 days. These numbers should be used as an estimate only. Sarpy County Does not guarantee a minimum or maximum number of units in use.

Should technological advances and software updates occur, such advances and updates shall be communicated to Sarpy County. Said advances and updates shall be provided to Sarpy County upon our request. Additionally, as equipment upgrades become available throughout the life of the contract, such upgrades shall be made available to Sarpy County. Sarpy County has the option throughout the life of the contract to add any services offered by the Vendor.

On request, Sarpy County may request the Vendor to give an on-site demonstration to the evaluation committee, at no additional cost to Sarpy County, of the proposed system prior to award. The demonstration should include the proposed equipment.

4. Statement of Qualifications

Please provide the following information within your proposal:

- a. **Organization and Staff Experience:** Vendor must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct work with the specific subject matter including years in business, number of employees, and total sales for the past three (3) years. Include resumes of key staff who will work directly with Sarpy County.
- b. **References:** Submit three references from current customers, preferably local governments with similar needs as Sarpy County. For the sake of this RFP, current is defined as customers within the past two (2) years. Provide complete contact information.
- c. **Literature:** Vendor shall attach detailed specifications or advertising literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.
- d. **Deviations:** Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.
- e. **Exceptions:** These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

Technical Specifications

1. Technical Assistance

The proposed monitoring must include, at a minimum, the following:

- a. Vendor must be capable of performing expert on-site service (via telephone); capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of components fails to solve the problem.
- b. Submit a copy of the training procedures/process.
- c. Vendor must be able to respond to equipment and system issues, including installation issues twenty four hours a day, seven days a week, and three hundred sixty five days a year (24/7/365). Expert technical support and service available via a toll free phone line or a physical presence of an expert technician on-site when problems cannot be resolved by either telephone consultation or replacement of equipment.

- d. Response time for on-site, on-call maintenance is one (1) hour via phone, twenty four (24) hours when physical presence is required. Replacement equipment response time is forty eight (48) hours.

2. Reports

- a. Vendor to list available standard reports that can be generated from the software.
- b. Reports should be able to be electronically distributed by the County to other agencies.

3. Repair Facility

- a. Vendor shall provide a list of authorized factory repair facilities, which will honor the warranty of items on the Contract. This list will include the facilities names, addresses, telephone numbers, contact persons, and email addresses. Evidence showing qualification of each facility to perform maintenance must be included.

4. Vendor's Representative

- a. For the life of the contract, the Vendor shall provide the name, address, phone number and email address for a direct representative that will be the primary point of contact for the County. This person should be available during normal business hours.

5. Monitoring Facility

- a. The monitoring center shall be staffed 24/7/365 and located in a secure venue.
- b. The monitoring center shall be equipped with an identical backup computer system.
- c. Describe the monitoring center, back up facility, UPS usage, etc.

6. Option 1: Continuous Alcohol Ankle Monitor (TAC)

- a. Equipment status alerts in excess of thirty (30) minutes will be reported to the County immediately, by email.
- b. All tampers or missed call message will be reported to the County within fifteen (15) minutes of the monitoring center's receipt of those messages.
- c. All other messages will be reported to the County via email transmission on a daily summary report.
- d. Continuous signaling technology shall include:
 - 1. One unit of equipment for continuous signaling.

2. One software system must supervise continuous signaling.
 3. All proposed technologies shall be provided on one report format for each participant.
- e. System shall be capable of handling day light savings time automatically.
 - f. The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between the County and Vendor's monitoring center facility shall occur via secure, real time access.
 - g. Vendor to describe the system and software within the proposal.
 - h. Field equipment must be equipped with built in circuitry that will transmit an alarm signal in the event of tampering or discontinuation of contact with the skin of the person being monitored.
 - i. Devices must not pose a safety hazard or unduly restrict the activities of the participants. Devices must be lightweight, small and water proof.
 - j. Installation process must be simple enough to be performed in the field by fully trained County personnel in less than ten (10) minutes or an on-site technician must be provided to perform the installation, at no additional cost to the County. Vendor to define installation procedure within their proposal.
 - k. System should transmit data at least once a day.
 - l. Devices shall be able to track the presence of alcohol and verify the time and alarm.
 - m. Readings should be date and time stamped.
 - n. Describe how the system is connected to the monitoring center including cellular connection carrier.

7. Option 2: At Home Alcohol Monitoring (BrAC)

- a. Device must verify identity of the appropriate user by utilizing a digital image recognition verification process. User's location and time of testing must also be identified.
- b. Instrument will not activate for anyone other than the assigned user. Device will only activate immediately following digital imaging recognition.
- c. Instrument must be capable of taking a deep lung sample from the user's breath and compare it to a calibrated breath alcohol standard which is stored in the system's memory. The user must blow for a minimum amount of time to ensure the air is captured from the deep lungs. Vendors to describe this process within their proposal.

- d. System requires proximity sensors that shall monitor the presence of the user's face against a mask, disposable straw, or other such feature.
- e. Tamper detection features shall exist to ensure County receives accurate information. Alerts should include phone, case and power.
- f. Device shall be battery operated. One charge must be sufficient to last twelve (12) hours including two (2) alcohol tests.
- g. System must not respond to natural gas or acetone.
- h. Instrument shall automatically prompt the user to take voice and alcohol tests.
- i. Instrument shall allow for scheduling of tests in a variety of ways including: random generation by computer, determined and scheduled by County, and conducted on an "on-demand" basis by the County.
- j. Describe the monitoring center's standard procedures for verifying images, receiving failed test results (alerts), and compliance with testing parameters.
- k. Breath alcohol testing should be accurate to within +/- .005%.
- l. Describe how the system is connected to the monitoring center including cellular connection carrier.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

COMPANY NAME: _____

**Sarpy County, Nebraska
Alcohol Monitoring
Bid Form**

Vendors may bid on Option 1 and/or Option 2

Option 1: Continuous Alcohol Ankle Monitor (TAC)

Monitoring Fee, Daily: \$ _____
As specified, including technical assistance

Training: \$ _____

Shelf Unit, Daily: \$ _____

Detailed Lost or Damaged Equipment Costs:

Item	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Option 2: At Home Alcohol Monitoring (BrAC)

Monitoring Fee, Daily: \$ _____
As specified, including technical assistance

Training: \$ _____

Shelf Unit, Daily: \$ _____

Detailed Lost or Damaged Equipment Costs:

Item	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

*Prices are to be F.O.B. Sarpy County ordering office

Company Information

Years in business: _____

of employees _____

Total sales last 3 years

References

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

Company Name

Company Representative (Please print)

Authorized Signature

Telephone Number

Address

Fax Number

City, State & Zip

E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and _____, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Alcohol Monitoring for the Various County Departments; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Alcohol Monitoring in conformity with each and every term, condition, specification, and requirements of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit invoices to the ordering County department for work completed based on the amounts specified in Vendor's bid.
- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral

promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Vendor: _____

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this ____ day of _____, 2016.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved As To Form:

Vendor: _____

Deputy County Attorney

By: _____

Title: _____

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE, SUITE 1220
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Garber, Purchasing/Contract Administrator
(402) 593-4476

Addendum #1

Alcohol Monitoring For Various County Departments

Question 1: As final requests for information and clarification questions can be submitted to the County until July 21, 2016, BI respectfully requests that the bid opening date be extended 10 business days. This extension will allow proposers time to incorporate County answers into their proposals and accommodate the industry standard of shipping proposals 2 business days prior to the bid opening.

Response: Proposals shall be due in accordance to the Request for Proposals at 2:00 p.m., August 4, 2016.

Question 2: What is the anticipated date of award for this request for proposal?

Response: Depending on the need for vendor demonstrations, it is anticipated the agreement will be awarded between August 16, 2016 and September 13, 2016.

Question 3: Please confirm that proposers can include optional product offerings not required by the County's specifications

Response: Under Specifications; 4. Statement of Qualifications; e. Exceptions – Vendors may be other than what is specified if it is of higher specification than what is requested. Exceptions must be listed on the applicable form.

Question 4: Please confirm proposers can include pricing information for optional product offerings inline in their technical proposals.

Response: Additional pricing for optional product offerings should be listed on the applicable form along with the product offerings. Vendor shall list optional product offerings individually and include detailed specifications for the offerings.

Question 5: Continuous alcohol ankle monitoring technology is manufactured in two models, one communicates via cellular technology and the other uses landline telephone technology. The two forms of communication incur different costs. We respectfully request that the Bid Form be revised to allow proposers to submit pricing for both landline and cellular continuous alcohol monitoring devices.

Response: A revised Bid Form has been attached. When submitting a bid, Vendors are to use the Updated Bid Form dated July 21, 2016.

Question 6: RFP Specifications 3. Vendor Responsibilities states that "Vendor must overnight deliver all units 365 days a year". RFP Technical Specifications 1. Technical Assistance, d. states that "Replacement equipment response time is forty eight (48) hours." Understanding that the County will already have a supply of spare units in stock provided by the successful proposer, please confirm that proposers will have 48 hours to deliver all equipment.

Response: Vendor shall define with the response to the RFP if the County will install equipment or if the equipment will be vendor installed. If the equipment will be vendor installed, installation shall within twenty four (24) hours after notification from the County. If the equipment is to be installed by Sarpy County staff, the County requires overnight delivery of units 365 days a year. Vendors shall describe the installation process within their proposals.

Question 7: Please clarify Compliance factor h on page 3, what is the definition of "life-cost?"

Response: The factors used for consideration of award are defined by State Statute and used where applicable.

Question 8: Please clarify Compliance factor k on page 3, what is the definition of "life-cycle cost?"

Response: See Question 7 Response.

Question 9: Compliance factor l, "Such other information as may be secured having a bearing on the decision." Could you please expand upon this statement and provide further detail about what other information may have a bearing on the decision?

Response: This is one of eleven elements that may be considered when evaluating bids as provided in State Statute. Other information may include, but is not limited to: response to request for proposals, references and vendor demonstrations.

Question 10: Confidentiality Information #3 - Will all information provided in our RFP response, such as Smart Start's total sales, be made public, or just the pricing information specific to the RFP submission?

Response: Sarpy County adheres to State Statutes and Attorney opinions regarding confidential information. Any proprietary, trade secret or confidential commercial or financial information shall be submitted to the County in accordance to the Terms and Conditions, 3. Confidentiality of Documents. Pricing information is not considered financial information and is not considered confidential.

Question 11: #18 Company Information - Please define "Total sales for the last three (3) years." Please clarify if these are Smart Start sales specific to Sarpy County, the State of Nebraska, or the entire US; and is this in reference to our portable alcohol monitoring device or inclusive of all of our devices.

Response: Total sales should be for the entire company based on US total sales for alcohol monitoring devices.

Question 12: "The following factors will be used to consider the award of the bid..." How are these factors weighed? What is the weight for the pricing factor? Is each portion of the pricing (Monitoring Fee, Daily/Training/Shelf Unit, Daily) weigh differently?

Response: Sarpy County does not use a scale or weight system in awarding bids. The factors identified are in accordance to State Statute.

Question 13: We are currently working on pulling the insurance documents. Please share with us who the contact person and address for the submission of these documents.

Response: Insurance documentation shall be due to the County upon agreement execution. Additional insured can be addressed to: Sarpy County, 1210 Golden Gate Dr., Suite 1220, Papillion, NE 68046.

Question 14: Based on the time frame of our clarification questions to the time the responses are sent out, there is not much time before the RFP submission deadline of July 27th. Will there be a consideration in extending the RFP due date?

Response: See Question 1 Response.

**Addendum must be acknowledged on the Bid Form.
All other Terms and Conditions remain unchanged.**

COMPANY NAME: _____

**Sarpy County, Nebraska
Alcohol Monitoring**

**UPDATED Bid Form
July 21, 2016**

Vendors may bid on Option 1 and/or Option 2

Option 1: Continuous Alcohol Ankle Monitor (TAC) – Cellular Communications

Monitoring Fee, Daily: \$ _____
As specified, including technical assistance

Training: \$ _____

Shelf Unit, Daily: \$ _____

Detailed Lost or Damaged Equipment Costs:

Item	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Option 1: Continuous Alcohol Ankle Monitor (TAC) – Landline Telephone Communications

Monitoring Fee, Daily: \$ _____
As specified, including technical assistance

Training: \$ _____

Shelf Unit, Daily: \$ _____

Detailed Lost or Damaged Equipment Costs:

Item	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Option 2: At Home Alcohol Monitoring (BrAC)

Monitoring Fee, Daily: \$ _____
As specified, including technical assistance

Training: \$ _____

Shelf Unit, Daily: \$ _____

Detailed Lost or Damaged Equipment Costs:

Item	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

*Prices are to be F.O.B. Sarpy County ordering office

Company Information

Years in business: _____
of employees _____
Total sales last 3 years _____

References

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

Company Name: _____
Address: _____
Contact Name: _____ Phone Number: _____
Date of Agreement: _____ Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____
Addendum #2 _____

_____ Company Name	_____ Company Representative (Please print)
_____ Authorized Signature	_____ Telephone Number
_____ Address	_____ Fax Number
_____ City, State & Zip	_____ E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**



Response To RFP

ALCOHOL MONITORING FOR THE VARIOUS COUNTY
DEPARTMENTS, SARPY COUNTY, NEBRASKA

Due: August 4, 2016 at 2:00PM CST

Vigilnet America LLC
11248 John Galt Blvd
Omaha, NE 68137
Toll Free: 888-381-8881
Contact Person: Dave Sinnott, Director of Nebraska
Phone: 402-679-6263
EIN: 203952684



Corporate Office
11248 John Galt Blvd, Omaha NE 68137
PH: 888-381-8881 FAX: 402-339-7382



August 4, 2016

Ms. Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive, Suite 1250
Papillion, NE 68046

Re: Specifications – Alcohol Monitoring for the Various County Departments (the “County”)

Dear Ms. Houghtaling,

Vigilnet America LLC (“Vigilnet”) is pleased to submit this proposal for the above mentioned bid. Since 2007, Vigilnet has partnered with the Sarpy County Adult Pre-Trial Release office by providing alcohol monitoring services to well over 900 of their offenders. This experience working closely with the County has given us a thorough understanding of the requirements listed in this bid for Alcohol Monitoring services.

We call Omaha home and maintain full service field offices throughout the state. Vigilnet employs eleven (11) resident Nebraskans who all focus on the alcohol monitoring of offenders in the state. In addition, we currently hold alcohol monitoring contracts and agreements with the Nebraska Department of Correctional Services and Nebraska State Probation System, which together comprise a population of over 200 offenders being monitored daily for alcohol use.

Vigilnet is responding to both the Continuous Alcohol Ankle Monitor and the At Home Alcohol Monitor specifications. We are offering the SCRAM CAM System, manufactured by Alcohol Monitoring Systems, Inc. (AMS) for the Continuous Alcohol Monitoring (CAM) piece. SCRAM CAM is by far the most widely used and widely accepted CAM system in the world, and is currently being used by the Nebraska Department of Correctional Services and Nebraska State Probation. For At Home Alcohol Monitoring we are offering the SCRAM Remote Breath System. SCRAM Remote Breath is the most technologically advanced remote breathalyzer in the corrections industry.

Vigilnet is able to offer two service delivery options for the County. They can choose between the 1) *full service* model, which includes Vigilnet representatives managing all equipment installation, maintenance, and reporting, and 2) the *equipment supply and support* model, which involves County staff performing the installation and maintenance functions. Vigilnet will provide flexibility by allowing the County to change their model preference mid-contract. This will enable the County to use the *supply and support* model to cut costs; or, alternatively, allow

the County to alleviate administrative duties from field staff by moving to the *full service* model.

Vigilnet offers the following unique strategic advantages to the County:

- ***A known commodity.*** Vigilnet has a proven track record of successfully working with the County.
- ***Relevant references.*** Vigilnet can provide the County with numerous Nebraska customer references, specifically for alcohol monitoring. All references are for within the past five years and will provide positive feedback about both the service and technology offerings.
- ***Court Support.*** Vigilnet is offering, SCRAM CAM, the *only* continuous alcohol monitoring product that has been peer reviewed, published, and deemed widely accepted by the scientific community. This makes it the most court-validated system on the market today.
- ***Two service models.*** Vigilnet offers two service models in order to meet the needs of the County. One involves Vigilnet being responsible for all aspects of equipment installation, maintenance, and reporting, without the need for a guarantee from the County as to specific referral volume levels.
- ***Single Software Platform.*** The SCRAMnet software platform houses both the SCRAM CAM and SCRAM Remote Breath Systems so County procedures are simplified and made more efficient by needing only one login to access monitoring information.

Vigilnet is both highly qualified and uniquely positioned to meet all service specifications listed in this bid and is fully prepared to continue to provide these services to the County. It is Vigilnet's belief that the relevant experience in Sarpy County and the proven, reliable, and accurate technology offerings combine to provide the County offices with the best value.

As Vigilnet's Director of Nebraska, I am authorized to bind the company in all matters relating to this proposal. We are thankful for the opportunity to be part of this bid process and look forward to continuing to partner with the County to make the Alcohol Monitoring for the County as efficient and successful as possible.

Very truly yours,



David J. Sinnott
Regional Director - Nebraska
Office 402-537-9450
Mobile 402-679-6263
dsinnott@vigilnet.com

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COMPANY NAME: Vigilnet America LLC

**Sarpy County, Nebraska
Alcohol Monitoring**

**UPDATED Bid Form
July 21, 2016**

Vendors may bid on Option 1 and/or Option 2

Option 1: Continuous Alcohol Ankle Monitor (TAC) – Cellular Communications

Monitoring Fee, Daily: \$7.20 - Equipment Supply and Support Model
\$10.75 - Full Service Model (\$0.00 Install Fees)
As specified, including technical assistance

Training: \$0.00 (no cost)

Shelf Unit, Daily: \$0.00 (no cost/unlimited)

Detailed Lost or Damaged Equipment Costs:

Item	Fee
<u>SCRAM CAM Bracelet</u>	<u>\$ 1,200.00</u>
<u>SCRAM Multi-Connect Cellular</u>	<u>\$ 400.00</u>
<u>SCRAM Base Station</u>	<u>\$ 400.00</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>

Option 1: Continuous Alcohol Ankle Monitor (TAC) – Landline Telephone Communications

Monitoring Fee, Daily: \$5.95 - Equipment Supply and Support Model
\$9.50 - Full Service Model (\$0.00 Install Fees)
As specified, including technical assistance Add 40 cents per day for Ethernet Connectivity

Training: \$ 0.00 (no cost)

Shelf Unit, Daily: \$ 0.00 (no cost/unlimited)

Detailed Lost or Damaged Equipment Costs:

Item	Fee
SCRAM Bracelet	\$ 1,200.00
SCRAM Base	\$ 400.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Option 2: At Home Alcohol Monitoring (BrAC)

Monitoring Fee, Daily: As specified, including technical assistance	\$4.65 - Equipment Supply and Support Model \$6.95 - Full Service Model Add 40 cents per day for Ethernet Connectivity	(\$0.00 Install Fees)
Training:	\$ 0.00 (no cost)	
Shelf Unit, Daily:	\$ 0.00 (no cost/unlimited)	

Detailed Lost or Damaged Equipment Costs:

Item	Fee
SCRAM Remote Breath	\$ 1,195.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

*Prices are to be F.O.B. Sarpy County ordering office

Company Information

Years in business: 10 years

of employees 11 Nebraska employees (43 total in all 3 states)

Total sales last 3 years \$6,819,567 for year 2015
\$4,095,878 for year 2014
\$1,914,502 for year 2013

References

Company Name: Office of Probation Administration/Supreme Court of Nebraska
Address: 521 South 14th St, Room 101, Lincoln, NE 68509
Contact Name: Deb Minardi Phone Number: 402-471-3525
Date of Agreement: 2007 Email: deb.minardi@nebraska.gov

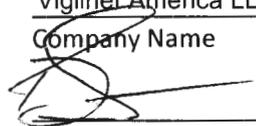
Company Name: State of Nebraska/Department of Correctional Services
Address: 1313 Farnam Street, Omaha, NE 68102
Contact Name: Cynthia Stewart Phone Number: 402-595-3810
Date of Agreement: 2007 Email: cynthia.stewart@nebraska.gov

Company Name: Nebraska State Probation - District 7 Probation
Address: 602 Iron Horse Drive, Norfolk, NE 68701
Contact Name: Kahtryn Liebers Phone Number: 402-371-8568 ext. 220
Date of Agreement: 2007 Email: kathryn.liebers@nebraska.gov

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County. I affirm that the original Specifications have not been altered in any way. Any alteration of the original Specifications, outside of an alternate bid, may be considered grounds for refusal of the bid.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 Yes
Addendum #2 _____

Vigilnet America LLC
Company Name

Authorized Signature
11248 John Galt Blvd
Address
Omaha NE 68137
City, State & Zip

Dave Sinnott
Company Representative (Please print)
402-679-6263
Telephone Number
402-502-1354
Fax Number
dsinnott@vigilnet.com
E-Mail Address

***NOTE: Sarpy County is tax exempt and will provide the proper form upon request.**

ORGANIZATION AND STAFF EXPERIENCE

Company

Vigilnet is a limited liability company headquartered in Omaha specializing in monitoring offenders for alcohol use. Vigilnet has been in business since 2006 and employs a total of 43 people, including eleven (11) in Nebraska. Vigilnet also operates alcohol monitoring programs in Oregon, Pennsylvania, and Washington.

Financial Stability

Vigilnet has dramatically increased its sales in each of the last three years. The total sales for alcohol monitoring technologies the past years are as follows: \$6,819,567 in 2015; \$4,095,878 for 2014; \$1,914,502 in 2013.

History in Nebraska

Vigilnet began monitoring offenders for alcohol use in Nebraska in 2007 in conjunction with the Continuous Alcohol Monitoring (CAM) Pilot Program started by the State of Nebraska Administrative Office of the Courts and Probation. The CAM Pilot Program gained popularity across the state among judges and probation officers as an effective means to establish a meaningful period of abstinence that would promote behavioral change.

Since 2007, Vigilnet has been the primary service provider for this program. We handle approximately 85% of the CAM monitoring in the state, including 10 of the 12 Probation Districts and the Lincoln and Omaha Parole offices. All CAM Program monitoring through State Probation, Parole, and Department of Correctional Services, is done with the SCRAM Continuous Alcohol Monitoring device. To date, the SCRAM system is the only CAM system approved by the State of Nebraska Administrative Office of the Courts and Probation for use in Nebraska.

Later in 2007 we began the partnership with the Sarpy County Pre-Trial Services (“Pre-Trial”) office and started monitoring Pre-Trial defendants using the SCRAM bracelet. To date, we have successfully monitored over 900 Pre-Trial defendants in Sarpy County. We currently provide a full-service continuum to Adult Pre-Trial. When Sarpy County Pre-Trial Services’ offenders are required to wear a CAM device, the Pre-Trial office staff contacts our office and we dispatch a technician to the Pre-Trial office where we explain program rules, install the bracelet on their leg, and discuss fee payment options. Pre-Trial determines how much of the base monitoring fee, if any, that Pre-Trial will subsidize or offset and the offender is responsible for the remaining portion.

Vigilnet understands the impact that budget constraints are having on criminal justice programs in Nebraska. We are committed to working with the County to make their subsidy monies go as far as possible. We are completely comfortable implementing a program that

places more financial responsibility on the offender, should Pre-Trial continue to elect to cut County costs by lowering the amount they subsidize. We can do this because we have a proven track record of successfully collecting fees from Sarpy County participants, and have historically collected 85% of participant fees.

In fiscal year 2015, approximately 35% of the County's \$9.95 per day cost for CAM was paid for by the participant. This means that participants on average paid \$3.50 per day of the contracted price, which resulted in a savings to the County of approximately \$52,542.00.

Office Location

The Omaha field office is conveniently located at 7905 L Street, Suite 202, Omaha, Nebraska 68127, with easy access from the interstate. It is open and fully staffed Monday – Friday from 8:30 AM until 5:00 PM. We are also able to travel to Sarpy County offices to perform installation and maintenance services when needed.

Service Options

We are a local company capable of working with the County to customize the appropriate level of service and case management. Listed below are fundamental case management tasks that cover the broad spectrum of managing an Alcohol Monitoring Program.

- **Intake and Orientation.** All offenders undergo a detailed orientation where rules and expectations are explained. Offender questions are answered and a Participant Agreement is signed acknowledging their understanding of the rules. Daily fee and payment plan is set.
- **Equipment Installation/Removal.** Appropriate monitoring device is assigned to the offender. Device usage, care and cleaning are explained. Notification of successful installation or removal is sent.
- **Equipment Maintenance.** When maintenance is needed, for example a bracelet battery is low, the offender is notified and scheduled to come into the office to resolve the maintenance issue. The agency/officer is notified of the maintenance task.
- **Data Entry.** The entering of offender data into the web based software. Both initial offender setup and ongoing case management note taking and recording of interactions with offenders.
- **Alert Management and Reporting.** When exceptions to compliance take place, we begin to manage the alert by immediately investigating it, documenting the interactions with the offender and officer, and resolving it by counseling the offender on compliance and rules. When applicable a formal report is prepared and sent to the officer. These reports include the interactions with the offender and may include various forms of non-

compliance, status reports, and case disposition reports (successful, termination, abscond).

- **Alert Notification.** When alerts arise, the predetermined officer notification protocol is followed (email, text message, phone call).
- **Courtroom Support.** We are fully trained and capable of supporting the data and reports in court whenever needed. We have a strong history of successfully presenting the technologies in the Nebraska Court System and in Sarpy County and working with Judges to make them confident in the reliability and accuracy of the reports.

Since 2007 we have performed these aforementioned tasks for the County as part of the *full service* model currently employed. In many cases, agencies elect to alleviate administrative duties from field staff by utilizing the *full service* model. However, the service offerings are not a rigid package deal. If the County budget calls for cutting costs and bringing some of these tasks in-house, then the *equipment supply and support* model will be a good fit. Below are detailed explanations of each model and the various roles that the County and Vigilnet would be responsible for.

Full Service Model. It is the responsibility of Vigilnet to provide complete and total case management services to the County, including *all of the fundamental case management tasks* listed previously.

Equipment Supply and Support. All equipment is supplied to the County with full access to the web based offender database(s). Training is provided as outlined in this proposal. It would be the County's responsibility to manage most aspects of the monitoring program including:

- Intake and Orientation
- Equipment Installation and Removal
- Equipment Maintenance
- Data Entry
- Alert Management and Reporting

Vigilnet will provide courtroom testimony and support under both models. Because Vigilnet maintains a local field office, we would be able to provide valuable enhancements to the traditional equipment supply model offered by other vendors. This includes:

- Ongoing maintenance training of the County's staff; for example, new hires.
- Prompt, hand-delivering of all equipment and supplies. Vigilnet staff will personally deliver all equipment and supplies instead of shipping them.
- Availability for program support functions, such as judicial trainings, seminars, and other socials that the County deems valuable involvement.

This local presence within the County market would allow Vigilnet to perform these functions seamlessly.

Because Vigilnet maintains a local field office, we are able to provide valuable enhancements to the traditional equipment supply model offered by other vendors.

Equipment Inventory. Vigilnet has always maintained the necessary amount of inventory on hand to exceed agency demand. We have never had to turn away an offender because of lack of inventory. We closely monitor caseload volumes and should we anticipate an increase in utilization then we make arrangements to have additional equipment ordered and in the office well in advance. All the Nebraska monitoring equipment is stored and maintained at the Omaha office. This means if the County elected to use the *equipment supply and support* model, we would be able to hand deliver equipment and supplies within hours, not days. All we would need to do is drive over to the Sarpy County office and drop off what was requested. All delivery of equipment and supply is included in the per diem pricing.

Resumes of Key Staff

Dave Sinnott, Regional Director – Nebraska Vigilnet America LLC

Mr. Sinnott has over 25 years of managerial/supervisory experience, primarily in the retail and service industries. For the past seven years he has operated as the Regional Director of Vigilnet America LLC, responsible for all operations in the State of Nebraska. Dave and his Omaha field office team have provided quality and responsive service to the Sarpy County Pre-Trial Release office since 2007. His primary functions include maintaining the integrity of the products and services offered by Vigilnet, and support to the users of these products and services. Dave's primary focus is service to our customers. Having grown up in Sarpy County, Dave is a local person currently residing in Bellevue. Mr. Sinnott is very active in the community, serving as a volunteer and/or director of several charitable organizations.

Jake Dawes Chief Operating Officer, Vigilnet America LLC

Mr. Dawes has 16 years of experience working within the criminal justice system. During this time, he has specialized in administering alcohol monitoring programs using both continuous transdermal alcohol monitoring systems and mobile breathalyzers. As Chief Operating Officer for Vigilnet, Jake Dawes oversees all operational objectives for the company, including alcohol monitoring programs in Oregon, Pennsylvania, and Washington. While he resides in Washington, he typically spends one week a month in Nebraska working with his team promoting service and technology solutions to the various criminal justice agencies in the state. Jake will use all resources possible to achieve the highest attainable customer satisfaction and will ensure that all the alcohol monitoring requirements and expectations are met for Sarpy County.

William F. Harvey
General Counsel, Vigilnet America LLC

William F. Harvey has served as General Counsel for Vigilnet since its inception. Mr. Harvey and Gregory D. Erwin, an Omaha attorney and businessman, and principal owner of Vigilnet, formed the firm of Erwin Harvey Professional Corporation Attorneys in 1993. Prior to that time, Mr. Harvey was associated with the international law firm of Dixon and Dixon from 1989 to 1993, where he focused on bank regulatory, insurance regulatory and other governmental compliance issues. From 1988 to 1989, Mr. Harvey served as law clerk to the Honorable Thomas M. Shanahan, a justice of the Nebraska Supreme Court. Mr. Harvey is a graduate of the Creighton University School of Law in Omaha, Nebraska (JD, Magna Cum Laude, 1985). Mr. Harvey was an editor of the Gulf War Claims Reporter published by the International Law Institute and he has also been published in the Creighton Law Review.

RESPONSE TO TECHNICAL SPECIFICATIONS

1. Technical Assistance

The proposed monitoring must include, at a minimum, the following:

a. Vendor must be capable of performing expert on-site service (via telephone); capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of components fails to solve the problem.

Vigilnet will provide expert telephone support services and when necessary will dispatch one of the expert technicians to the field to assist with the replacement of equipment and any other task which cannot be resolved remotely. We are currently providing these services to the County.

b. Submit a copy of the training procedures/process.

All Vigilnet training is provided and included at no additional cost. Vigilnet will work with the County to provide training at a location convenient for the County. In addition to the initial training, all training and written documentation is available online.

We understand current County staff are well trained and competent with the SCRAM CAM technology. Below is the training plan Vigilnet will offer to new County hires or those seeking additional knowledge of the systems.



All Vigilnet training is provided and included at no additional cost. Vigilnet will work with the County to provide training at a convenient location.

Level 1 Training. Level 1 Training is intended for anyone who will manage the SCRAM CAM and REMOTE BREATH equipment or manage clients who are enrolled in either program. The training objectives are to provide general knowledge of the technology, scientific principles of the technology, software navigation, and all functional aspects of the hardware/equipment tasks. Topics covered in Level 1 Training include:

Equipment overview

Inventory management

Components of the systems

Client enrollment

Accessing the software

Equipment assignment and installation

Agency setup	Alert management
Agent and agent supervisor setup	Equipment maintenance
Data interpretation	Reporting

Field Operations Training. Field Operations training is designed for staff that installs equipment on clients and performs other field-related tasks. It is recommended if the County elects to use the *equipment supply and support* model. Covered in this training are:

The science and technology of alcohol monitoring	Bracelet/base station replacement
Components of all equipment systems	Equipment bracelet
Software navigation and log on	Battery replacement
Equipment and client management	Faceplate replacement
Managing alerts	Strap replacement
Equipment maintenance activities	Tampering
	Data interpretation

Online Training. Online Level 1 Training is accessible at any time, at no additional cost.

Annual Refresher Training. All existing training programs are also available online, which allows staff to be trained when hired. If formal refresher training is required, Vigilnet can accommodate this requirement.

Documentation. The latest versions of SCRAM CAM documentation are available online to reference and download. In addition, AMS has a very detailed “Help” page functionality through SCRAMNET. The content within the Help page is readily maintained. Help features and functionality include:

- SCRAM CAM Operations Guide – Facilitates management of an efficient SCRAM CAM program.
- Daily Tasks Guide – Designed for those responsible for managing the day-to-day tasks for clients who are ordered to wear the SCRAM CAM bracelet. The content is logically grouped by daily, weekly, and quarterly tasks. The guide is not intended to be a

comprehensive manual, but rather a concise list of the daily tasks for efficient management of the County's SCRAM CAM program.

- Quick Sheets – Stand-alone procedures that provide step-by-step directions to assist with SCRAM CAM and Remote Breath equipment tasks, such as equipment setup, equipment replacements, and manual data uploads.

c. Vendor must be able to respond to equipment and system issues, including installation issues twenty four hours a day, seven days a week, and three hundred sixty five days a year (24/7/365). Expert technical support and service available via a toll free phone line or a physical presence of an expert technician on-site when problems cannot be resolved by either telephone consultation or replacement of equipment.

Vigilnet meets this requirement. Installation services are available 24x7x365, however we typically install and maintain the equipment during normal business hours. Expert technical support is available through the Monitoring Centers 24x7x365 and this support can be reached via a toll free phone line. A Vigilnet on-site technician will be available 24x7x365 to assist with the replacement of equipment and any other task which cannot be resolved remotely.

d. Response time for on-site, on-call maintenance is one (1) hour via phone, twenty four (24) hours when physical presence is required. Replacement equipment response time is forty eight (48) hours.

Vigilnet complies with this specification.

2. Reports

a. Vendor to list available standard reports that can be generated from the software.

SCRAM CAM Reports. SCRAMNET provides a wide range of reports and graphs, including those that show equipment status, offender status, and violations. The system allows supervising authorities to customize and tailor reporting that best suits their needs; further helping to reduce officer workload through exception-based reporting.

Following is a listing of reports by category, as well as examples of each:

Events and Client Information/Activity

- Client Summary for Judge Report
- Call Center Activity Report
- Client Details Report
- Court Activity Report
- Usage by Agency Report
- Usage by Court Report

Compliance/Violation Reports

- Compliance Summary by Agency Report
- Compliance Summary by Court Report
- Violation Report

Inventory and Equipment Management

- Current Inventory Report
- Equipment by Location Report
- Equipment by Status Report
- Inventory Tracking Report

Following are graphical depictions of the SCRAM CAM system reports:

Events and Client Information/Activity Reports

Client Summary for Judge

The Client Summary for Judge Report that appears at the call center level supplies a summarized view of the performance of offenders from a particular judge while on the SCRAM CAM program for the selected time period or date range.

Name	Date Initially Assigned	Days Monitored	Last		Confirmed Alerts		Total Conf. Alerts On Program To	
			Confirmed Alert Date	Date Last Reported	Positives	Tampers	Date	
Adams, Barbara	04/23/2004	4	04/26/2004	04/27/2004	2	2		4
Jones, Bob	06/16/2004	110	10/04/2004	09/17/2004	0	3		3
O'Brien, Donna	08/05/2004	4	08/09/2004	08/09/2004	0	1		1
Taylor, Mark	08/18/2004	1		08/20/2004	0	0		0
Walker, Pauline	04/29/2004	75		07/30/2004	0	0		0
Williams, Brad	11/17/2004	92		11/20/2004	0	0		0

Call Center Activity

The Call Center Activity Report, grouped by the agency user, displays the number of alerts generated by all of the clients assigned to each agency. For this report, filtering can be used to present a specific time period. The alerts shown include:

- Positives
- Tampers
- Equipment Alerts

AMS ALLIANCE MONITORING SYSTEMS, INC.		Call Center Activity			S (RAM) SERVICES	
Adams County						
	Existing Alerts	Alerts Received	Alerts Resolved	Unresolved Alerts		
Positives:	0	16	16	0		
Tampers:	0	55	567	0		
Equipment Alerts:	0	16	6,214	0		
Adams County Totals:	0	87	6,797	0		

Client Details

The Client Details Report displays specific information for a single client. This report is highly configurable using search filters.

Client Report for:		Franklin, William		Volunteer	
Printed: 1/27/2006 1:38:42 PM (Houston)		Agent: O'Neil, Marvin			
Date Printed: 1/26/2006 to 1/27/2006		Agency: Montana Mountain Services			
Client Information					
Case #: 2211	File #: Height: feet in	Offense: Volunteer	DOB:		
Gender: M	Weight:				
Date on Program: 1/17/2006	Reported Date off Program:				
Days Monitored: 9					
Notes					
Priority	Note	Date / Time	Updated By		
Overlay Graph					
<p>The graph displays three data series over time from 1/25/06 12:16 AM to 1/27/06 03:54 PM. The left Y-axis represents TAC (0.000 to 0.060) and the right Y-axis represents IR Voltage (D5) (50 to 120). Temperature is also plotted. TAC shows a sharp spike to approximately 0.055 around 1/25/06 10:54 PM. IR Voltage (D5) shows a corresponding spike to approximately 110 at the same time. Temperature remains relatively stable around 70-80 degrees.</p>					
Positives					
IAT Level	Time	Date			
0.062	01:21 PM	01/25/2006			
0.000	01:52 PM	01/25/2006			
0.000	01:22 PM	01/25/2006			
0.080	03:23 PM	01/25/2006			

Court Activity

The Court Activity Report displays the number of alerts generated by all of the clients associated with each court. Like the Call Center Activity Report, this report breaks down the numbers for the positive, tamper, and equipment alerts.

		Court Activity			
12th Circuit Court					
	Existing Alerts	Alerts Received	Alerts Resolved	Unresolved Alerts	
Positives:	0	8	6	0	
Tampers:	0	15	15	0	
Equipment Alerts:	0	15	15	0	
12th Circuit Court Totals:		0	38	38	0
16th District Court					
	Existing Alerts	Alerts Received	Alerts Resolved	Unresolved Alerts	
Positives:	0	93	93	0	
Tampers:	0	224	225	1	
Equipment Alerts:	0	53	56	0	
16th District Court Totals:		0	370	374	1

Usage by Agency

The Usage by Agency Report provides a quick view, by agency, of the number of new clients that have begun using the SCRAM CAM system during a specific period of time.

		Usage By Agency for All Dates				
Agency	Number of Clients at Start	Number of Clients Added	Number of Clients Removed	Number of Clients at End	Days Assigned	
Adams County	38	10	47	1	34 706	
Albatrose Securities	8	4	12	0	11	
Baca County	45	19	64	0	308	

Usage by Court

The Usage by Court Report displays the same type of data as the Usage by Agency Report, only the data is grouped by the court name.

		Usage By Court for All Dates				
Court	Number of Clients at Start	Number of Clients Added	Number of Clients Removed	Number of Clients at End	Days Assigned	
12th Circuit Court	0	6	6	0	162	
16th District Court	0	7	4	3	1,144	
17th District DUI Court	0	7	7	0	441	
Dayton County	0	2	2	0	12	
Highlands Ranch Municipal Court	0	4	4	0	126	
Jefferson Parish	0	0	0	0	0	
Municipal Court	0	0	0	0	0	
Sonoma County Court	0	0	0	0	0	
Superior Court	0	2	0	2	2	
Totals:	0	28	23	5	1,887	

Compliance/Violation Reports

Compliance Summary by Agency

The Compliance Summary by Agency Report supplies the number of confirmed violations for a given period of time or date range. The report contains a Summary and Details section. The numbers in the Summary section are shown from three views:

- Agency
- Client Type
- Alert Type

AMS		Compliance Summary for All Dates			S (RAM)	
		Total Clients	# of Compliant Clients	# of Clients with Confirmed Alerts	# of Confirmed Alerts	
Agency						
Adams County		12	9	3	4	
Albatrose Securities		4	3	1	1	
Baca County		19	19	0	0	

The Details section, grouped by agency, displays the Date/Time, Alert Type, and Status for each alert.

Adams County			
Agent: Washington, Lisa			
Client Type: Probation			
Client: Thompson, Beth			
Date/Time	Alert Type	Status	
8/3/2003 9:19:00PM	Alcohol Detected	Resolved	
8/3/2003 11:24:00PM	Potential Removal	Resolved	

Compliance Summary by Court

Like the Compliance Summary by Agency Report, the Compliance Summary by Court Report supplies the number of confirmed violations for a given period of time or date range.

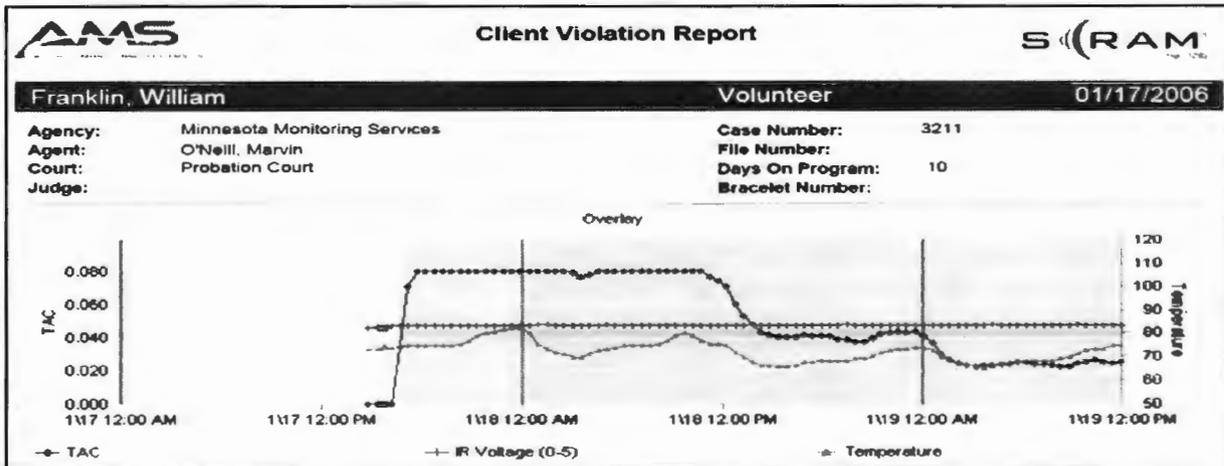
AMS		Compliance Summary for All Dates			S (RAM)	
		Total Clients	# of Compliant Clients	# of Clients with Confirmed Alerts	# of Confirmed Alerts	
Court						
12th Circuit Court		5	4	1	1	
16th District Court		7	5	4	5	
17 District DUI Court		6	3	3	2	
Arapahoe House		0	0	0	0	

The Details section, grouped by court, displays the Date/Time, Alert Type, and Status for each alert.

12th Circuit Court			
Client Type:	Probation		
Client:	Donald, Tracy		
Date/Time	11/17/2004 2:59:00PM	Alert Type	Potential Removal
Status	Resolved		
16th District Court			
Client Type:	Parole		
Client:	Robinson, Joe		
Date/Time	11/9/2005 4:54:00PM	Alert Type	Potential Removal
Status	Unresolved		
Client:	Hamilton, Peter		
Date/Time	7/9/2003 10:50:00AM	Alert Type	Potential Removal
Status	Resolved		

Violation Report

As mentioned previously, a Violation Report combines all collected data related to an alcohol or tamper event.



Inventory and Equipment Management Reports

Current Inventory Report

The Current Inventory Report sorts the entire inventory by servicing location and status at the time the report is run. For the Assigned to Client and In Service Provider statuses, the inventory count is given by the Operational and Failed conditions.

AMS		Current Inventory for 1/27/2006										S (RAM)	
SCRAM Bracelet													
Servicing Location	Assigned to Client		In Inventory		In Transit to AMS		Pending Removal		Pending Assignment	Shipped from AMS	At AMS	Lost	Total
	Fail	Oper.	Fail	Oper.	Fail	Oper.	Fail	Oper.					
[Default]	0	7	0	0	1	0	0	0	C	0	0	0	372
1st Street Office	0	1	0	0	0	0	0	0	C	0	0	0	6
Boulder	0	0	0	0	0	0	0	0	C	0	0	0	1
Central Location	0	0	0	0	0	0	0	0	C	0	0	0	4
Client Conference Room	0	0	0	0	0	0	0	0	C	0	0	1	5
Colorado Monitoring	0	0	0	0	0	0	0	0	C	0	0	0	0
Denver Addition Services	0	0	0	0	0	0	0	0	C	0	0	0	0
East Office	0	0	0	0	0	0	0	0	C	0	0	0	1
Equipment Closet	0	0	0	0	0	0	0	0	C	0	0	0	0
Highlands Ranch	0	1	0	0	0	0	0	0	C	0	0	0	2
Lincoln Avenue Office	0	0	0	0	0	0	0	0	C	0	0	0	7
Loveland	0	0	0	0	0	0	0	0	C	0	0	0	1
My House	0	0	0	0	0	0	0	0	C	0	0	0	0
--No Location--	0	0	0	0	1	0	0	0	C	0	0	0	4
South Office	0	0	0	0	0	0	0	0	C	0	0	0	0
Total	0	11	0	0	2	0	0	0	0	0	0	1	424

Equipment by Location

For each servicing location, the Equipment by Location Report provides a snapshot of where the bracelets and base stations are located.

AMS		Equipment by Location				S (RAM)	
South Office							
Bracelets				Modems			
Serial Num	Inventory Status	RMA Damaged Number		Serial Num	Inventory Status	RMA Damaged Number	
640	In Service Provider Inventory			127	In Service Provider Inventory		
647	In Service Provider Inventory			129	In Service Provider Inventory		
752	Pending Assignment			1281	Pending Removal		
827	In Service Provider Inventory			1322	In Service Provider Inventory	041310005	
Total Bracelets: 4				Total Modems: 4			

Equipment by Status

Sorted by equipment status, this report provides a unique point-in-time view regarding the number of SCRAM CAM bracelets and base stations:

- Assigned to clients
- Available for assignment
- Being assigned or removed from a client
- Having maintenance being performed by AMS
- Being sent to AMS or back to the County
- That are lost

The Equipment by Status Report improves the process of determining future orders, returns, and overall inventory status by listing the current equipment by status.

Equipment by Status			
In Transit to AMS			
Bracelets			
Serial Num	SP Location	Damaged	RMA Number
19		X	041180002
25		X	041200002
136			
110	Client Conference Room	X	042820002
116	Client Conference Room		041180003
42	Equipment Closet		042820001
Total Bracelets: 6			
Modems			
Serial Num	SP Location	Damaged	RMA Number
155			
Total Modems: 1			

Inventory Tracking

The Inventory Tracking Report is designed to be used as a checklist while conducting a physical inventory and verifying the status of the assigned equipment. The report can be filtered by device type and/or inventory status.

Device Type: Inventory Status: [View Report](#)
 Location:

of 71 100% Select a format [Print](#)

Inventory Tracking									
Shipped From AMS									
Accounted For	Comments	Serial Number	Device Type	Servicing Location	Damaged	RMA Number	Last Status Change	Last Heard From	Last Client
		21903	SCRAM Bracelet	[Default]		082470325	9/3/2008	1/1/0001	
		44148	SCRAM Bracelet	[Default]			10/17/2008	1/1/0001	
		47094	SCRAM Bracelet	[Default]			10/17/2008	1/1/0001	
		48704	SCRAM Bracelet	[Default]			10/17/2008	1/1/0001	

b. Reports should be able to be emailed by the County to other agencies.

All SCRAMNET reports can be viewed online, printed, saved, and emailed.

3. Repair Facility

a. Vendor shall provide a list of authorized factory repair facilities, which will honor the warranty of items on the Contract. This list will include the facilities names, addresses, telephone numbers, contact persons, and email addresses. Evidence showing qualification of each facility to perform maintenance must be included.

Vigilnet will arrange for repair or replacement of any SCRAM CAM unit or Remote Breath unit that does not perform per manufacturer's specifications. Vigilnet will pick up any such unit from the County and Vigilnet will provide the County a replacement unit to maintain equipment stock and to avoid interruption of service.

AMS is the Original Equipment Manufacturer (OEM) of both the SCRAM CAM and REMOTE BREATH Systems. AMS serves as the sole factory repair facility for each of technology.

Vigilnet ensures that all equipment will be continuously upgraded through the life of the contract, with the County receiving the latest version at no additional cost. Warranty information is attached at the conclusion of this proposal.

4. Vendor's Representative

a. For the life of the contract, the Vendor shall provide the name, address, phone number and email address for a direct representative that will be the primary point of contact for the County. This person should be available during normal business hours.

Representing Vigilnet as the primary point of contact for the Sarpy County will be:

David J. Sinnott
Regional Director - Nebraska
Office 402-537-9450
Mobile 402-679-6263
dsinnott@vigilnet.com

5. Monitoring Facility

a. The monitoring center shall be staffed 24/7/365 and located in a secure venue.

(For all responses relating to Section "5 - Monitoring Facility", The SCRAM CAM System is supported by Alcohol Monitoring Systems and their Monitoring Center located in Littleton, CO.)

The AMS Monitoring Center is located inside a secure venue and is staffed with an experienced team of Customer Support Managers (CSMs). The CSM's will be available 24 hours a day/7 days a week via phone to assist the County personnel with enrollments, monitoring parameters, de-enrollments, and troubleshooting. As AMS-trained and certified experts in their fields, the CSMs are highly responsive professionals dedicated to delivering AMS' industry-recognized service. In addition, the premier documentation,

troubleshooting materials, and training that AMS provides are all available online for immediate 24-hour access.

b. The monitoring center shall be equipped with an identical backup computer system.

Alcohol Monitoring Systems for the SCRAM CAM System meets this specification for redundancy.

c. Describe the monitoring center, back up facility, UPS usage, etc.

To ensure continuous SCRAM CAM monitoring, AMS performs data replication every 20 minutes. In addition, the following backup/redundancy measures are taken:

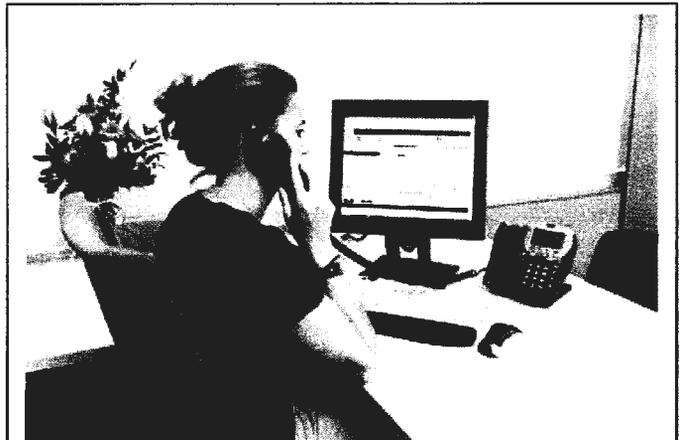
SCRAM CAM Hardware Redundancy:

- AMS' database service is a clustered group of nodes (on two servers, rather than a single server).
- Any one of the nodes can handle the full workload of the database needs.
- AMS also has a database test restore server that can be used as a production replacement in the event of a catastrophic failure.
- AMS' web servers are a group of nodes (four servers, rather than just a single server), which provide for load balancing.
- AMS' communications servers are a group of nodes (five servers, rather than just a single server), which provide for load balancing with multiple telecom carriers.
- If a server in a work group (database, web, or communications) fails, AMS' current redundancy levels in the work groups ensure that the customers will not see or experience the failure.

Every night, full backups are conducted and the backed-up data is moved to two off-site locations. AMS also employs the following redundancies should disaster recovery be needed:

Geographic Redundancy:

- AMS has two separately managed, run, and serviced SAS 70 audited data centers in two locations in the Denver, CO metro area: ViaWest in Centennial and Qwest Cyber Center in Highlands Ranch.



Monitoring services are available 24 hours a day, seven days a week. When data is received from the base station, it is stored in SCRAMNET, the web-based application managed by AMS, where offender data is collected, analyzed, and maintained in a secure, central location. To ensure continuous monitoring, AMS performs data replication every 20 minutes.

- These two data centers are based on different networks, power grids, central offices, and Service Providers.
- Each center has redundancy for all areas including cooling, electrical, power generation, and telecommunications.
- Multiple fiber rings terminate in each facility.

6. Option 1: Continuous Alcohol Ankle Monitor (TAC)

a. Equipment status alerts in excess of thirty (30) minutes will be reported to the County immediately, by email.

For all equipment alerts (such as power loss or tampers), as well as curfew violations (if using the RF option), the supervising authority can select the Priority Notification option in order to be notified within 15 minutes of the violation. Notification can be made by email, text, or page. Otherwise, the officer will see these alerts the next time the offender's online event log is reviewed, or on the EM Daily Summary report.

b. All tampers or missed call message will be reported to the County within fifteen (15) minutes of the monitoring center's receipt of those messages.



For all equipment alerts (such as tampers or missed call events), as well as curfew violations (if using the RF option)), the supervising authority can select the Priority Notification option in order to be notified within 15 minutes of the violation. Notification can be made by email, text, or page. Otherwise, the officer will see these alerts the next time the offender's online event log is reviewed, or on the EM Daily Summary report.

c. All other messages will be reported to the County via email transmission on a daily summary report.

Vigilnet will comply with this requirement.

d. Continuous signaling technology shall include:

1. One unit of equipment for continuous signaling

2. One software system must supervise continuous signaling

3. All proposed technologies shall be provided on one report format for each participant.

Vigilnet will comply with the above 1,2,3 requirements.

The SCRAM CAM system consists of:

- *SCRAM CAM Bracelet.* The patented SCRAM CAM ankle bracelet transmitter is attached to the offender with a durable and tamperproof strap. It is worn 24/7 by the offender and captures transdermal alcohol readings by sampling the insensible perspiration collected from the air above the skin. The bracelet transmits data via a wireless radio-frequency (RF) signal to the SCRAM CAM base station. In addition, SCRAM CAM has optional radio frequency (RF) (i.e. house arrest) capabilities, allowing it to monitor presence or absence within the offender's home.
- *SCRAM CAM Base Station.* Compact mobile device that receives stored test data from the bracelet and transmits it over a telephone landline to the central monitoring center. While other transdermal systems require a home phone line to transmit data, SCRAMCAM's direct connect feature allows it to store up to a month's worth of court admissible alcohol data. This data can be downloaded at the officer's discretion, either upon host site visits, or at Judiciary check-in locations.
- *SCRAMNET.* Secure, central database that performs analysis and reporting, manages all offender information, and affords 24-hour password-protected access to authorized users.
- *SCRAM CAM Direct Connect.* In cases where an offender does not have access to a land line, he or she can come into the supervising authority's office to have data stored in the SCRAM CAM bracelet downloaded via the SCRAM CAM Direct Connect device.

e. System shall be capable of handling day light savings time automatically.

The SCRAM CAM system complies with this specification.

f. The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between the County and Vendor's monitoring center facility shall occur via secure, real time access.

The SCRAM CAM system complies with this specification.

g. Vendor to describe the system and software within the proposal.

Designed specifically for application in long-term alcohol monitoring programs where abstinence is required and home confinement may also be needed, SCRAM CAM delivers a fact-based comprehensive profile of an offender's alcohol consumption patterns and curfew

whereabouts to supervising authorities. SCRAM CAM tests for alcohol every half hour around the clock, and monitors continuously for presence in the home during court-specified hours. The result is a much more cost-effective alternative to random testing or incarceration, which makes SCRAM CAM an intensive accountability tool.

The SCRAM CAM system is comprised of four parts:

SCRAM CAM Bracelet. The patented SCRAM CAM ankle bracelet transmitter is attached to the offender with a durable and tamperproof strap. It is worn 24/7 by the offender and captures transdermal alcohol readings by sampling the insensible perspiration collected from the air above the skin. The bracelet transmits data via a wireless radio-frequency (RF) signal to the SCRAM CAM base station. In addition, SCRAM CAM has optional radio frequency (RF) (i.e. house arrest) capabilities, allowing it to monitor presence or absence within the offender's home.

Bracelet Specifications:

- Dimensions - 5.9 in³ displaced volume inside a 2" x 2" x 1" footprint
- Material - Stainless steel and plastic
- Weight - 5.8 oz.
- Battery type - Lithium CR2
- Battery life - 60 days
- Battery charging capabilities - Disposable/ Not rechargeable
- Strapping device - Performed in office by agent using tamper-evident clip
- Transmitter has a field replaceable faceplate and battery that can be serviced in the field
- Transmission cycles - Can be set by agent; transmission of alcohol data once every 24 hours is typical
- Tampering features - Obstruction and removal detection
- FCC Part 15 – Registration No. P8M-SM02

SCRAM CAM Base Station. The SCRAM CAM base station is the mechanism by which the data that is collected by the SCRAM CAM bracelet gets transmitted to AMS for analysis and reporting. When the SCRAM CAM bracelet is installed on the offender's ankle, the offender also receives the SCRAM CAM base station, which plugs into an analog telephone line - usually in the offender's home or place of work. At a pre-scheduled time(s) each day, the SCRAM CAM bracelet "communicates" with the base station, which then retrieves all available data from the bracelet and sends it to SCRAMNET. The base station also downloads monitoring and reporting schedules to the bracelet.

Base Station Specifications:

- Dimensions - 44 in³ displaced volume inside a 6" x 6" x 3" footprint
- Weight - 15 oz.
- Battery backup system (type) and capabilities - Lithium ion, 3-year life
- Battery discharge time under power loss - 48 hours
- FCC Part 15 – Registration No. P8M-SM03, FCC Part 68 – Product No. US:AMSMM00BSM0, File Number: 3181176ATL-001



The SCRAM CAM base station is the mechanism by which the data that is collected by the SCRAM CAM bracelet gets transmitted to AMS for analysis and reporting.

SCRAM CAM Direct Connect. In cases where an offender does not have access to a land line, he or she can come into the supervising authority's office to have data that has been stored in the bracelet downloaded via the SCRAM CAM Direct Connect device. The compact Direct Connect device is slipped over the offender's bracelet (while worn) and attached by USB cable to an internet-enabled computer. The stored information is then transmitted from the SCRAM CAM bracelet directly to SCRAMNET without the need for a base station.

SCRAMNET Web-based Software. SCRAMNET, the secure, central database that performs analysis and reporting, is the software that manages all offender information, and affords 24-hour password-protected access to authorized users. When data is received from the base station, it is stored in SCRAMNET, the web-based application managed by AMS, where offender data is collected, analyzed, and maintained in a secure, central location. SCRAMNET will notify the supervising authority of any alcohol readings, tamper alerts, or equipment malfunctions, so that appropriate action can be taken. This central information hub not only houses all offender data, but allows courts and supervising agencies to access and manage their data from any web-based browser. Agency personnel can do the following through the web-based SCRAMNET software application:

- View information about the offender, including – but not limited to – personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.
- Enroll/edit/remove offenders without calling the monitoring center.
- Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.
- Determine which violations/events must trigger notifications and by what means the notifications must be sent to Agency personnel.
- Set up notification to be sent to Agency personnel via e-mail of the DAP report for confirmed alcohol alerts. For RF alerts, text message/page, and facsimile and any combination of the three.
- Enter information to initiate multiple alert notifications (e.g., officers, law enforcement) for specified key events or non-compliance to monitoring parameters.
- Customize and tailor reporting that best suits their needs; further helping to reduce officer workload through exception-based reporting.

Controlled, quantifiable sample delivery system. SCRAM CAM is the only continuous alcohol device (CAM) device on the market that uses a controlled, quantifiable sampling method, drawing a measured sample every 30 minutes. This is the same proven sample delivery system used in evidential breath testing equipment used in law enforcement. In this system, before a controlled sample containing the offender’s transdermal alcohol is introduced into the fuel cell, the air around the bracelet is measured for the presence of alcohol. An elevated reading may indicate that environmental alcohol is present, and that it should not be confirmed as a drinking event. Next, a precisely-controlled volume of the air sample containing the offender’s transdermal alcohol is taken from a sample collection chamber and introduced to the fuel cell using a pump. A TAC (transdermal alcohol content) level is calculated from this precisely-controlled sample, which is the same process used by evidential breath testers. This process is repeated, painting a recognizable and quantifiable TAC curve for each drinking event. Only by precisely controlling this measurement can a CAM device accurately calculate TAC levels and curves; and SCRAM CAM is the only system that does this.

The SCRAM CAM collection chamber gathers insensible perspiration from the wearer every second, and does so in a controlled sample environment. This truly is *continuous alcohol monitoring*.

Other devices may claim to be “testing” more frequently; however, without a controlled, quantifiable sample, *their devices are merely sensors and can present the following issues for agencies:*

- These devices are more susceptible to environmental false alerts.

- These devices may require secondary tests via a proven controlled sample method to validate their results.

Also, because both sensible (liquid) and insensible (gas) perspiration are continuously being collected by SCRAM CAM during the time between each 30 minute sample, SCRAM CAM *is truly a continuous transdermal alcohol monitoring device.*

Industry-validated Draeger Fuel Cell. This is the heart of the SCRAM CAM bracelet, which has been proven through decades of research and experience and is accepted by the forensic community in alcohol testing applications. This is the same fuel cell used in evidential breath testing equipment and interlock devices. Draeger fuel cells have been independently validated (both directly and indirectly), and are extremely sensitive and ethanol-specific alcohol sensors.

SCRAM CAM employs the same trusted Draeger fuel cell used in most highway patrol breathalyzers on the market today. However, the competition uses a sensor made by Giner, Inc., which is not used in any other commercially available device.

Thorough Data Analysis and Review Process. All data received from the SCRAM CAM bracelet through SCRAMNET is subject to a rigorous data analysis and review process conducted by AMS' team of professionally-trained analysts. These analysts understand the nuances of real-world bracelet use, and can confirm or not confirm drinking episodes using court-proven criteria. Their review process identifies the presence of environmental alcohol and looks at key characteristics of the Transdermal Alcohol Concentration (TAC) curve– which is similar to a BAC (Blood Alcohol Content) to ensure that only true drinking episodes are confirmed (such as alcohol absorption and elimination rates).

h. Field equipment must be equipped with built in circuitry that will transmit an alarm signal in the event of tampering or discontinuation of contact with the skin of the person being monitored.

The SCRAM CAM bracelet is equipped with industry-leading, anti-tamper technology that features five sensors to detect and report attempted tampers. These sensors determine whether the bracelet has been cut, removed, obstructed, or submerged. The bracelet's intelligent self-diagnostic capabilities constantly monitor and report its functionality. Any attempts to tamper with the bracelet or its functionality will be immediately detected by the SCRAM CAM system.

i. Devices must not pose a safety hazard or unduly restrict the activities of the participants. Devices must be lightweight, small and water proof.

The SCRAM CAM system is water and shock resistant, durable, and hypoallergenic. Additionally, the SCRAM CAM bracelet does not have any exposed water chambers or external features that could freeze in colder temperatures or stop functioning if it was subject to adverse wearing conditions. SCRAM CAM is completely water resistant, and all Participants are encouraged to shower as frequently and thoroughly as they want.

The competition may attack SCRAM CAM by stating it can't be submerged in water. The truth of the matter is that all transdermal devices on the market today are impacted by being submerged, and all competitors urge their wearers not to submerge their devices, even though they may market quite differently. While a SCRAM CAM device should not be submerged in water, any attempts to do so are detectable by the device and flagged as an attempt to submerge the device. When one understands how the devices truly work, it's clear the design of SCRAM CAM makes far more sense than other devices and is the reason AMS has such an extensive record of court validation and wide-spread use across the country.

The truth of the matter is that all transdermal devices on the market today are impacted by being submerged in water, and all competitors urge their wearers not to submerge their devices.

j. Installation process must be simple enough to be performed in the field by fully trained County personnel in less than ten (10) minutes or an on-site technician must be provided to perform the installation, at no additional cost to the County. Vendor to define installation procedure within their proposal.

1. The SCRAM CAM bracelet can easily be installed in less than ten (10) minutes. Several of the steps necessary to assign equipment to a SCRAM CAM client can be accomplished prior to the client's arrival at the office. These include:
 2. Add the client into the SCRAMNET software and set the equipment to the "Pending Assignment" status.
 3. Print the client's Participant Agreement for the client to sign.
 4. Ensure that the SCRAM CAM Base Station is fully charged.



Once the client arrives, completing the installation process is as simple as attaching the pre-assembled bracelet to the client's ankle with the AMS provided tool, and then attach the Direct Connect device to the bracelet to "wake up" the device. At this point, the client is being actively monitored.

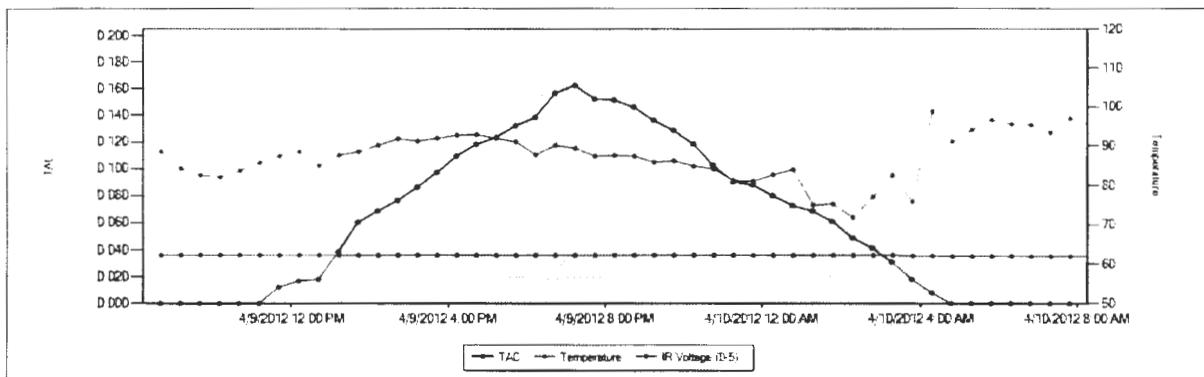
k. System should transmit data at least once a day.

The SCRAM CAM bracelet can be set to communicate between one (1) and six (6) specified times per day to transmit alcohol data.

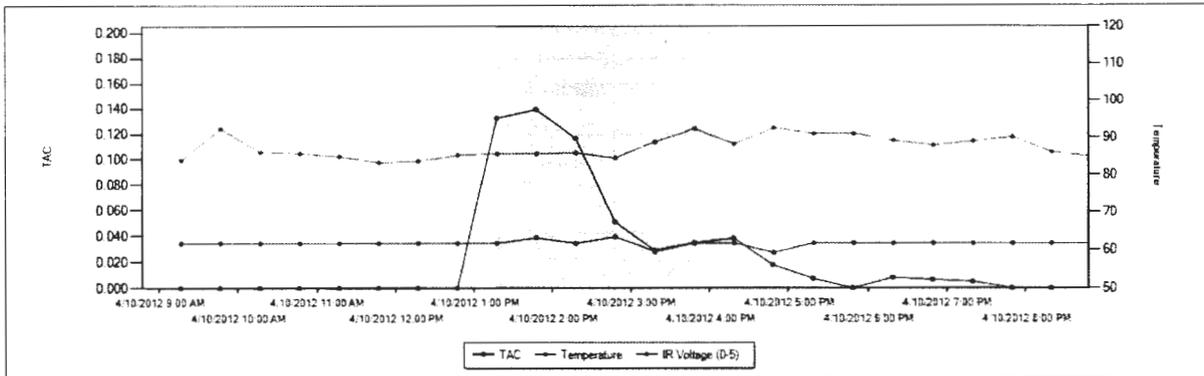
1. Devices shall be able to track the presence of alcohol and verify the time and alarm.

All data received from the bracelet through SCRAMNET is subject to an automated, scientific alcohol detection process as well as a rigorous data analysis and peer-review conducted by AMS' team of professionally-trained analysts. This review process identifies the presence of environmental alcohol and looks at key characteristics (such as alcohol absorption and elimination rates) of the Transdermal Alcohol Concentration (TAC) curve—which is similar to a Blood Alcohol Content (BAC) curve—to ensure that only true drinking episodes are confirmed.

- **Confirmed Alcohol Consumption.** Data from a drinking event shows a gradual increase in alcohol levels over time, achieves a maximum TAC, and then slowly burns off to create a well-defined alcohol curve. In the following graph, TAC is represented by the black line, IR Voltage is represented by the blue line, and Temperature is represented by the red line.



- **Environmental Alcohol Detection.** The graph below depicts an offender coming into contact with an environmental alcohol source (like lotion, perfume, etc.). It shows a distinct and dramatic jump in the absorption side of the alcohol curve, followed by a rapid dissipation of the alcohol, unlike the previous graph of an actual drinking event. It shows absorption and burn-off rates outside of the tested, proven rates for consumed alcohol. In addition, before every 30 minute measurement, SCRAM CAM actually tests the ambient air around the device to further confirm or rule out the presence of environmental alcohol.



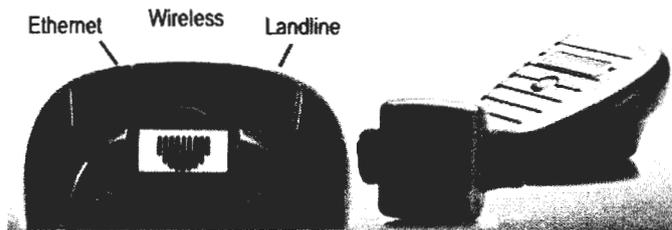
- Alert Notification.** Once detected by SCRAMnet, all CAM-related violations (drinking events, tampers, obstructions, communication alerts, and interfering environmental alcohol) are confirmed by AMS-certified analysts. This ensures that alert notifications are valid, so that no additional follow-up testing or examinations—such as blood, breath, or urine—are needed in order to confirm drinking events. The system can distinguish between alcohol consumption and interfering alcohol-based products (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as bars, bakeries, beauty salons, and barber shops). All confirmed alcohol violations are automatically date- and time-stamped, and sent to supervising authorities each morning via the communications method and medium chosen by the County. A Daily Action Plan (DAP) is emailed each morning showing which offenders had specific violations.

m. Readings should be date and time stamped.

All confirmed violations are automatically date and time stamped.

n. Describe how the system is connected to the monitoring center including cellular connection carrier.

The SCRAM CAM System provides the most flexible connectivity options of any CAM system available. It is capable of connecting to the monitoring center via either a standard telephone line, the AT&T 3G cellular network, or via the Internet using an Ethernet port. Using an Ethernet connection, participants can plug a base station into their Internet modem. This solution is significantly less expensive than utilizing cellular. Considering that less than half of U.S. homes have a landline telephone, yet over 60% have home Internet service, SCRAM CAM is designed to accommodate the needs of today's population.



The SCRAM base station has an Ethernet port, which allows data to be transmitted via the Internet.

7. Option 2: At Home Alcohol Monitoring (BrAC)

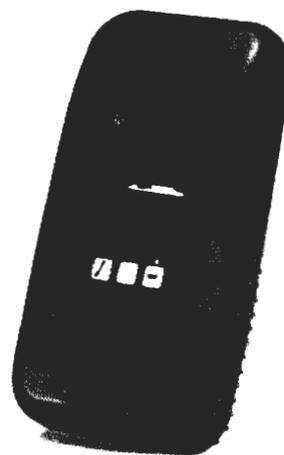
The SCRAM Remote Breath® is a handheld, wireless breath alcohol monitoring device designed to test participants both around the clock regardless of where they are located. It is the first to incorporate Automated Facial Intelligence™ (AFI) and a GPS location with both taken and missed tests. It uses proven electrochemical fuel cell technology and AFI—the same facial recognition system used internationally by government security forces—to scan and automatically match the photo of the person taking the test. SCRAM Remote Breath has the best camera resolution and color picture quality in the alcohol testing industry.

SCRAM Remote Breath also gives feedback to the client during the enrollment and testing process in order to help ensure quality enrollment and testing photos. The device will alert the user if there are obstructions of the face, standing in direct sunlight, are not sitting/standing straight, or are holding the unit at an extreme angle. This functionality allows the user to correct these factors with an immediate retest, resulting in an increased likelihood of a match—saving the County time and money by reducing the need for officers to manually match photos.

- a. *Device must verify identity of the appropriate user by utilizing a digital image recognition verification process. User's location and time of testing must also be identified.*

The system uses the same facial recognition technology used internationally by government security forces. The system scans and confirms each offender's identity with each breath test. AFI technology takes staff time and guesswork out of scrolling through numerous photos, increasing accuracy and efficiency and reducing risk. It allows the agency to focus on dealing with offenders who need the most attention. The benefits include:

- Government security grade facial recognition software—not just photos.
- Automated matching—reduces manual review of photos by up to 95%, saving a significant amount of staff time.
- Best high-resolution images in the industry—for photos that do need to be reviewed.
- Real-time notifications when client doesn't match.



SCRAM_{net}
REMOTE BREATH RESULT DETAILS | Client: Gigier, Bart | [Print Version](#)

Circumvented
BrAC
0.000

Facial Comparison
 Circumvention Identified

Received 02/06/2014 04:02 PM
 On Demand 04:02 PM
 Serial Number RB100FD

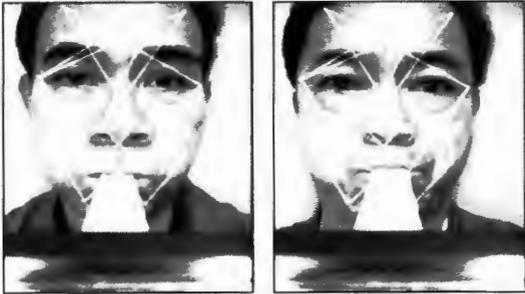
Notes
 Facial recognition detected this was not a match. Officer concurs. Client attempted to circumvent testing.

Status
 In Progress Resolved

Breath Test Details

Enrollment Photo
 02/06/2014 01:54 PM

Initial Test
 BrAC 0.000
 02/06/2014 04:02 PM
[View location](#)



Action History

SCRAM Remote Breath uses Automated Facial Intelligence—the same used internationally by government security forces.

GPS location with taken and missed tests. Because Remote Breath automatically powers itself up during test windows, it also tracks its location at the time of the scheduled test. This means that SCRAM Remote Breath provides a GPS location with each and every test—both taken and missed. A GPS location with a missed test is especially useful as it can help an officer make a more informed decision as to why a client skipped a test. For example, clients often state they missed a test because they left their device at another location. Officers can verify or refute the client’s claim by comparing the GPS point on a missed test (verified via GPS ping) with the client’s location. The image below shows a missed test with the GPS location of the device during that time.

Missed | **Breath Test Details**

Received 02/23/2015 08:21 PM
 Scheduled 02/23/2015 08:00 PM
 Serial Number [REDACTED]

Notes

Status
 In Progress Resolved

[View Changes](#) [Cancel Changes](#)
[Save & Exit Controls](#)

Enrollment Photo
 02/23/2015 09:45 PM

Initial Test
 BrAC Missed Test
 02/23/2015 08:21 PM
[View location](#)



The image below shows a typical test result with a GPS location (below the photo verification of the offender).

Passed
BrAC
0.000
Facial Comparison
 AFI Match

Received 04/07/2015 09:54 AM
Scheduled 04/07/2015 09:52 AM
Serial Number RB101F2

Notes
Enter a new note here

Status
 In Progress Resolved

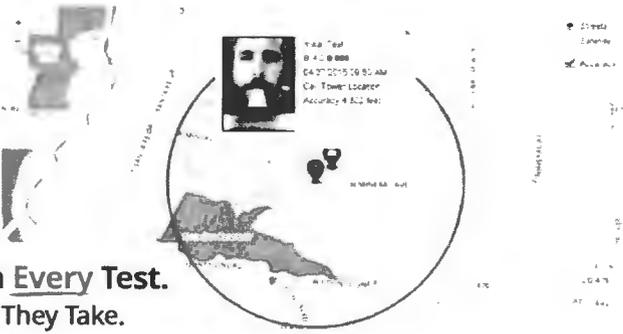
[Save Changes](#) [Cancel Changes](#)
[Save & Exit Changes](#)

Breath Test Details

Enrollment Photo
03/24/2015 01:40 PM

Initial Test
BrAC: **0.000**
04/07/2015 09:53 AM
Cell Tower Location





Map showing GPS location with a circular callout containing a photo and test details.

**GPS Location With Every Test.
Not Just the Ones They Take.**

✓ PASSED TEST ✗ FAILED TEST ! MISSED TEST



- b. *Instrument will not activate for anyone other than the assigned user. Device will only activate immediately following digital imaging recognition.*

The SCRAM Remote Breath records all alcohol tests, regardless of compliance. If a subject other than the assigned user responds to an alcohol test summons, then their facial image will not match the assigned user's stored facial image, which will result in an invalid test. The AFI photo verification alerts the officer if someone besides the assigned user is taking the test. This security allows the County to be certain the assigned user not only failed to submit his/her alcohol test on time, but that they also attempted to circumvent their testing by having someone else attempt to submit a test on their behalf.

- c. *Instrument must be capable of taking a deep lung sample from the user's breath and compare it to a calibrated breath alcohol standard which is stored in the system's memory. The user must blow for a minimum amount of time to ensure the air is captured from the deep lungs. Vendors to describe this process within their proposal.*

The SCRAM Remote Breath captures a deep lung sample via fuel cell technology to test for the presence of breath alcohol. To obtain an accurate reading of a person's alcohol content with breath alcohol testers, one must sample a person's air from deep inside the lungs. When deep lung air is exhaled into the device, the sample breath is not diluted with a lower concentration of alcohol. The SCRAM Remote Breath requires a user to blow for only a minimum amount of time to ensure air is captured from the deep lungs.

The electrochemical fuel cell used in SCRAM Remote Breath has been proven through decades of research and experience. It is considered the gold standard in alcohol testing applications. This is the same fuel cell used in evidential breath testing equipment and interlock devices and it is comprised of extremely sensitive and ethanol-specific alcohol sensors.

If the defendant does not provide an adequate breath sample, the unit will interact with the defendant advising them to continue blowing or blow harder until a sufficient sample is collected. Additionally, any incomplete tests are subject to a re-test procedure to assure test results are gained.

- d. *System requires proximity sensors that shall monitor the presence of the user's face against a mask, disposable straw, or other such feature.*

SCRAM Remote Breath utilizes state of the art automated facial intelligence to verify the proximity and presence of the user's face. The straw used is flat in design as compared to circular. This flat design eliminates the ability of the user to submit canned clean air to circumvent testing and avoid detection. Most competing devices utilize circular testing straws or tubes making them susceptible to circumvention.

SCRAM Remote Breath also gives feedback to the client during the enrollment and testing process in order to help ensure quality enrollment and testing photos. This feedback reminds clients to avoid sitting/not standing straight, direct sunlight, obstructions to the face, or holding the unit at an extreme angle (the breath tube must be level). This functionality allows

the user to correct these factors with an immediate retest, resulting in an increased likelihood of a match—saving the County time and money by reducing the need for officers to manually match photos. Poor tests are corrected in real time with onboard processing. Instructions for a better test are provided to offenders on screen. Improved tests result in less officer intervention.

- e. *Tamper detection features shall exist to ensure County receives accurate information. Alerts should include phone, case and power.*

Results are reported immediately after each test according to agency procedures; generally, via email or text. Unlike devices that only send the BrAC result, SCRAM Remote Breath provides the real-time BrAC level, GPS data, and verification of client’s identity at the time of the test.

Competing breath devices rely on cell phone text messages to remind offenders to test and cannot store test results when in an area without cell coverage. As a result, offenders using these devices may miss tests simply because they’re in an area with poor coverage. In contrast, SCRAM Remote Breath incorporates a “store and forward” feature, which ensures a test is never missed. This “store and forward” feature is a significant competitive advantage.

SCRAM Remote Breath’s industry-leading memory can store up to 48,000 test results when offenders are out of cell service and the device forwards the time-stamped results as soon as coverage is regained.

Officers are notified via text and email when users allow the battery to be depleted and when the plastic housing has sustained damage. Unlike competitive devices, SCRAM Remote Breath is a rugged device that is built for corrections and not the general public. It has been subjected to rigorous drop testing and meets military drop test standards ML-STD810G, which means that it is able to withstand 26 drops on all edges, surfaces and corners from 4 ft. in height onto 2 inch plywood over concrete.

- f. *Device shall be battery operated. One charge must be sufficient to last twelve (12) hours including two (2) alcohol tests.*

The SCRAM Remote Breath complies with this specification

- g. *System must not respond to natural gas or acetone.*

The SCRAM Remote Breath complies with this specification

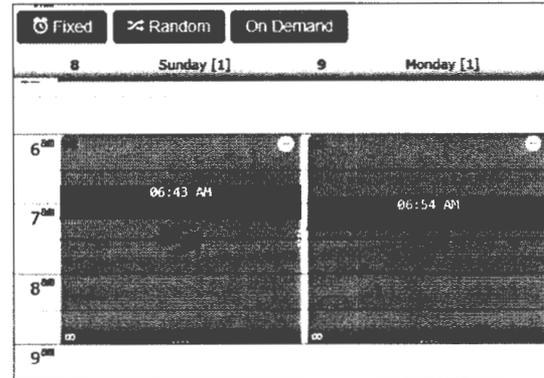
- h. *Instrument shall automatically prompt the user to take voice and alcohol tests.*

Unlike the competition which relies on text reminders, SCRAM Remote Breath stores the testing schedule in the device’s memory and automatically turns on and prompts clients for scheduled and on-demand tests—even when out of cell coverage. The device has an audible alarm that notifies the client that a test is due and the word “BLOW” is illuminated on the LCD

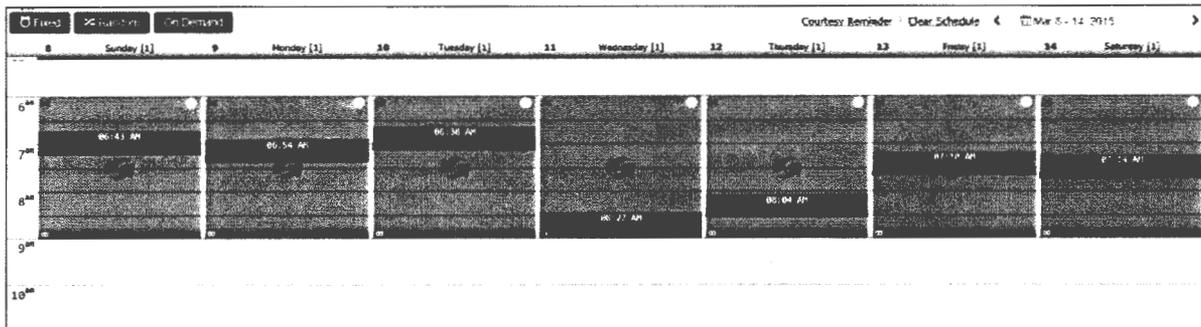
screen. Courtesy reminders can be sent to the client for tests that are due and when the battery charge is getting low. The Notification for both BrAC and positive client ID is immediate.

- i. *Instrument shall allow for scheduling of tests in a variety of ways including: random generation by computer, determined and scheduled by County, and conducted on an "on-demand" basis by the County.*

SCRAM Remote Breath offers unlimited flexible testing schedules including random, scheduled, and on-demand options. The device also offers flexible notification to offenders in order to alert them when it's time to take a test. These alerts can be sent audibly or via text. Breath test reminders can be sent automatically to the offender's cell phone via text message at customizable time frames, such as 15 minutes prior to a test time. For positive tests, the offender will be prompted to complete a secondary confirmation test, which the agency can set to take place between 10 and 30 minutes after the initial positive test. The alcohol scheduled tests are defined per Participant by the County. The monitoring center user is enabled with the capability to add up to nine test periods per day; each test defined by the time range when the Participant can be tested, as well as the number of tests to perform. The tests will be scheduled randomly by the system according to the schedule configuration, as described above.



Random Testing: Automatically selects a random time within a three hour window.



Click & Drag Schedules: Staff can quickly create testing schedules by clicking and dragging a timeframe across an entire week

- j. *Describe the monitoring center's standard procedures for verifying images, receiving failed test results, and compliance with testing parameters.*

Automated Facial Intelligence (AFI). The system uses the same facial recognition technology used internationally by government security forces. The system scans and confirms each offender's

identity with each breath test. AFI technology takes staff time and guesswork out of scrolling through numerous photos, increasing accuracy and efficiency and reducing risk. It allows the agency to focus on dealing with offenders who need the most attention. The benefits include:

- Government security grade facial recognition software—not just photos.
- Automated matching—reduces manual review of photos by up to 95%, saving a significant amount of staff time.
- Best high-resolution images in the industry—for photos that do need to be reviewed.
- Real-time notifications when client doesn't match.

k. Breath alcohol testing should be accurate to within +/- .005%.

The SCRAM Remote Breath complies with this specification.

l. Describe how the system is connected to the monitoring center including cellular connection carrier.

SCRAM Remote Breath utilizes the AT&T 3G cellular network and is the only mobile breath testing device of its kind with the ability to connect over an Ethernet connection. Clients who live in areas with no cell coverage can simply plug the device into their home internet modem to transmit test results. In addition, many agencies perform installations in correctional facilities, prisons, jails, and/or detention centers. Because these buildings have limited cellular coverage, installations requiring a cellular connection may be difficult. Ethernet capability means that officers can perform an installation anywhere an internet connection is available.

In recent testing conducted by Vigilnet throughout the State of Nebraska, which included rural parts of western Nebraska as well as Sarpy and Douglas counties, the SCRAM Remote Breath AT&T 3G coverage outperformed competing devices utilizing Verizon's 3G coverage.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. Option 2: At Home Alcohol Monitoring

b. Instrument will not activate for anyone other than the assigned user. Device will only activate immediately following digital imaging recognition.

The SCRAM Remote Breath records all alcohol tests, regardless of compliance. It is possible for a subject other than the assigned Participant to respond to an alcohol test summons, have their digital facial picture taken, and provide a breath sample. Under this scenario, the subject's facial picture will not match the assigned Participant's stored facial picture, which will result in program non-compliance being reported to the County.

d. System requires proximity sensors that shall monitor the presence of the user's face against a mask, disposable straw, or other such feature.

The SCRAM Remote Breath uses digital picture verification to monitor the presence and correct positioning of the Participant's face. A fixed and secure mouthpiece is used to correctly position the Participant's face. The camera is mounted behind a two-way mirror for the purpose of positioning the Participant's image properly prior to sending. Proximity sensors designed to monitor the presence of the Participant's face against a mask are more commonly found in handheld portable breath alcohol testers and older at home alcohol monitoring systems.

The screenshot displays the SCRAM Remote Breath interface. At the top, the logo 'SCRAM' is visible. Below it, the page title is 'REMOTE BREATH RESULT DETAILS' with a client name 'Client: Giger, Bart' and a 'Print Version' link. The main content is divided into two columns. The left column, titled 'Circumvented', shows a 'BrAC' of '0.000' and a 'Facial Comparison' status of 'Circumvention Identified'. It also lists 'Received' and 'On Demand' times as '02/06/2014 04:02 PM' and '04:02 PM', and a 'Serial Number' of 'RB100FD'. A 'Notes' section states: 'Facial recognition detected this was not a match. Officer concurs. Client attempted to circumvent testing.' The 'Status' is 'In Progress'. The right column, titled 'Breath Test Details', shows an 'Enrollment Photo' from '02/06/2014 01:54 PM' and an 'Initial Test' with a 'BrAC 0.000' from '02/06/2014 04:02 PM'. Below these are two side-by-side facial images with white markers on the face, likely for facial recognition. At the bottom, an 'Action History' section is partially visible.

SCRAM Remote Breath uses Automated Facial Intelligence—the same used internationally by government security forces.



SCRAM[®]

CONTINUOUS ALCOHOL MONITORING

Our flagship technology. The **SCRAM Continuous Alcohol Monitoring[®]** system is the world's most widely used and trusted 24/7 transdermal alcohol testing system. For high-risk, hardcore DUI and alcohol offenders.



SCRAM Continuous Alcohol Monitoring[®]

Continuous Alcohol Monitoring (CAM), or combined CAM + House Arrest, at the flip of a switch. It's 24/7 monitoring for your higher-risk/higher-need alcohol clients.

I really believe that if judges and probation departments knew about this technology and understood how successful it is, it would be on the ankle of every alcohol-dependent offender in the criminal justice system."

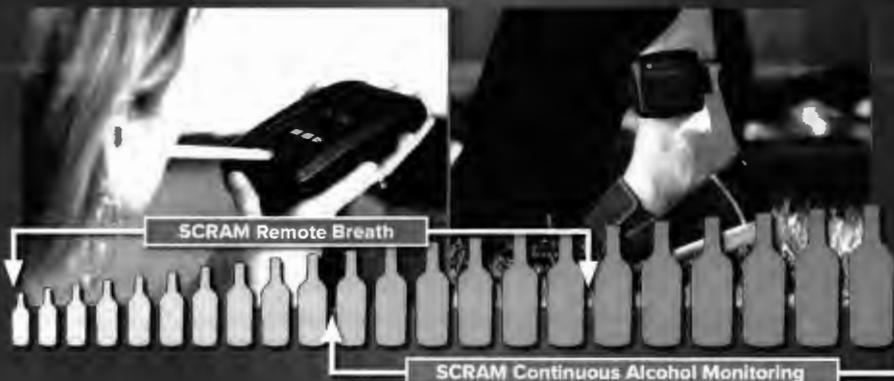
C. West Huddleston
CEO, National Association of Drug Court Professionals

- **SCRAM Remote Breath[™]**
The only and only field, wireless, portable breath alcohol device with automated facial recognition and GPS with every single test. For your lower-risk clients or those who need or have earned less intensive monitoring.
- **SCRAM GPS[™]**
A one-piece Global Positioning System that combines superior location monitoring accuracy and 2-way offender communication with an industry-leading strap design that virtually eliminates false alerts. SCRAM Systems offers GPS solutions on all cellular networks to provide comprehensive location monitoring options.
- **SCRAM House Arrest**
Standalone house arrest monitoring built to work with today's home communications systems. Operates over home Internet routers, standard or digital phone lines, DSL, Vonage[®], or an optional SCRAM-provided wireless system.
- **SCRAM Systems Program Management Center[™]**
The SCRAMNET[™] secure web application is the core of the Project Management Center (PMC), which brings together everything from monitoring of our entire product line to our best-in-industry court support program, 24/7 customer support, mobile applications, offender compliance analytics, and beyond.

SCRAM Systems: **OPTIONS** in Alcohol Monitoring

Lower Level Alcohol Misuse

- 1st time DUI
- Public order offenses
- Low BAC at time of arrest
- Earns reduced monitoring through program compliance



Higher Level Alcohol Dependence and Addiction

- Repeat/Hardcore Drunk Drivers
- Domestic Violence
- High BAC at time of arrest
- Requires more intensive monitoring after a violation

Sober Days™

A Sober Day is a 24-hour period in which a monitored individual has no confirmed consumption of alcohol and no confirmed attempt to tamper or circumvent testing in order to mask the consumption of alcohol. To be a true Sober Day, a client must:

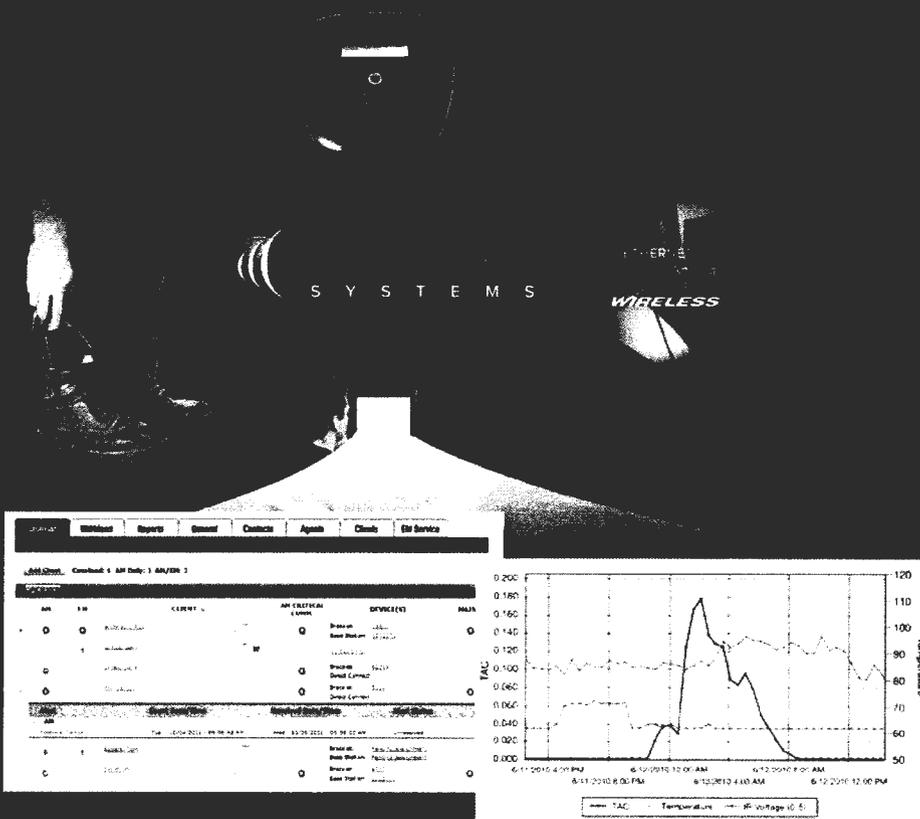
Be able to present evidence-based confirmation of sobriety for each 24-hour period

Be monitored transdermally in order to meet the required test frequency

Be tested a minimum of once per hour every 24-hour period

Be tested automatically, with no requirement to participate in testing

According to data from the hundreds of thousands of individuals monitored with SCRAM CAM technology, **99.4% of all clients, every day, are completely sober and compliant.** No drinking, no tampering.



FEATURES

- Independently tested, court-validated
- 24/7 Customer Support
- Dynamic, flexible training
- AMS Data Analysis of every alert
- TAC readings correlate to BAC readings with a 0.02 confirmation threshold

CAM Bracelet

- Worn 24/7
- Automated, noninvasive
- Samples perspiration every 30 minutes
- Industry-leading anti-tamper technology
- Optional House Arrest curfew monitoring in one bracelet

CAM Base Station

- Multiple ways to connect, including Ethernet and SCRAM Wireless™
- Automatically uploads and transmits data at prescheduled time(s)
- Downloads software updates from SCRAMNET to the CAM Bracelet
- SCRAM Direct Connect™ allows agent downloads in the office, on-demand, direct to a computer

SCRAMNET

- Central, secure, web-based platform where all data is stored, analyzed, reported, and maintained
- User-friendly tool that aggregates, analyzes, and graphs test results
- Custom notification and reporting protocols
- Flags and graphically depicts alcohol alerts, obstructions, tampering, schedule noncompliance, battery and equipment information
- Integrates with all SCRAM Systems monitoring technologies

BENEFITS

- 99.4% compliance each and every day
- National network of service providers
- Conclusively distinguishes between alcohol consumption and environmental alcohol sources
- Single-source admissibility—no back-up tests required
- Flexible data management—expand, consolidate, view at-a-glance assessments, or summarize an entire caseload
- Continuous testing means no drinking around test schedules

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SCRAM[®]

REMOTE BREATH

The most flexible **OPTION** in breath testing.
From the industry-leading SCRAM Systems[®] line of alcohol and location monitoring solutions.



- **SCRAM Continuous Alcohol Monitoring[®]**
Continuous Alcohol Monitoring (CAM), or combined CAM + House Arrest, at the flip of a switch. It's 24/7 monitoring for your higher-risk/higher-need alcohol clients.

SCRAM Remote Breath[®]

The first and only handheld, wireless, portable breath alcohol device with automated facial recognition and GPS with every type of test. For your lower-risk clients or those who need or have earned less intensive monitoring.

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A one-piece Global Positioning System that combines superior location monitoring accuracy and 2-way offender communication with an industry-leading strap design that virtually eliminates false alerts. SCRAM Systems offers GPS solutions on all cellular networks to provide comprehensive location monitoring options.
- **SCRAM House Arrest[™]**
Standalone house arrest monitoring built to work with today's home communications systems. Operates over home Internet routers, standard or digital phone lines, DSL, Vonage[™], or an optional SCRAM-provided wireless system.
- **SCRAM Systems Program Management Center[™]**
The SCRAMNET[™] secure web application is the core of the Project Management Center (PMC), which brings together everything from monitoring of our entire product line to our best-in-industry court support program, 24/7 customer support, mobile applications, offender compliance analytics, and beyond.

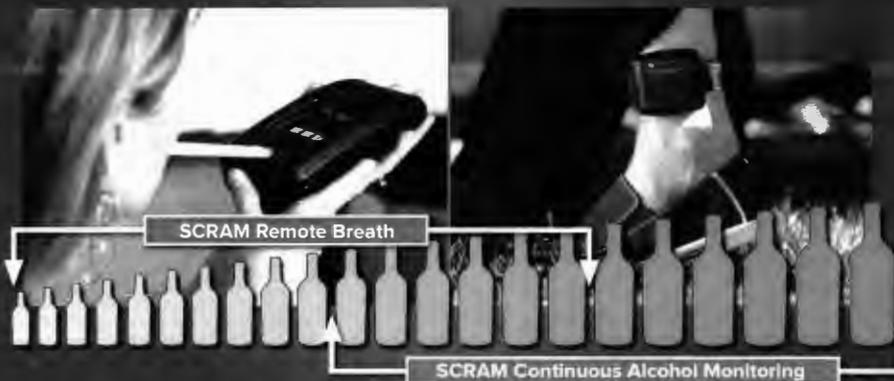
SCRAM Remote Breath delivers exactly the solution our courts and agencies have asked for to create flexible monitoring options for every alcohol client."

— Nancy Cladis
Director, Ada County Monitoring Services

SCRAM Systems: **OPTIONS** in Alcohol Monitoring

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- Public order offenses
- Low BAC at time of arrest
- Earns reduced monitoring through program compliance



Higher Level Alcohol Dependence and Addiction

- Repeat/Hardcore Drunk Drivers
- Domestic Violence
- High BAC at time of arrest
- Requires more intensive monitoring after a violation

Automated Facial Intelligence™ (AFI™)

- Government security grade **FACIAL RECOGNITION** software—not just photos
- Intelligent bio confirmation system and automated matching—**reduces manual review of photos by 90–95%**
- High-resolution images—clear photos of the 5–10% you do review
- Scalable & Manageable—significant reductions in the staff time required to confirm identities
- Real-time notifications with automated, simultaneous client verification

Passed BrAC FAILED Identification

SCRAMNET

REMOTE BREATH RESULT DETAILS | Client: Gigler, Bart | Print Version

Circumvented
BrAC
0.000

Facial Comparison
Circumvention Identified

Received: 02/06/2014 04:02 PM
On Demand: 04:02 PM
Serial Number: RB100FD

Notes
Facial recognition detected this was not a match. Officer concurs. Client attempted to circumvent testing.

Status
In Progress Resolved

Breath Test Details

Enrollment Photo
02/06/2014 01:54 PM

Initial Test
BrAC 0.000
02/06/2014 04:02 PM
[View location](#)

AFI caught mismatch on photos. Client admitted to having cousin take his scheduled test while he was drinking.

FEATURES

- Automated Facial Intelligence
- Device-initiated testing—automatically turns on and prompts clients for scheduled and on-demand tests
- STORE & FORWARD, up to 48,000 test results
- GPS location with taken *and* missed tests
- One-piece, handheld, cellular
- DOT-approved Dräger® fuel cell
- Rugged, built for corrections
- Optional reminders and notifications to client's cell phone
- Random, scheduled, and on-demand testing

BENEFITS

- Immediate notification of both BrAC and positive client ID
- On-board, automated testing prompts and client notifications ensure clients always know when it is time to test
- Stores test results when out of cell coverage and forwards them when service is reacquired, so you'll never lose test data
- GPS locations provide more supervision data, especially on missed tests
- Flexible testing schedules—multiple options for both agencies and clients
- Integrates with SCRAMNET—one company, one integrated system for every client
- Portable, easy to carry, easy to use
- SCRAM Systems industry-leading Product Training & 24/7 Customer Support
- SCRAM Court Support Program

Follow us at:



WARRANTY INFORMATION

ALCOHOL MONITORING SERVICE AND REPAIR

Service and Repair Policy. When installed according to instructions and so long as Service Partner continues to pay to AMS the Daily SCRAM CAM Services Fee for such SCRAM CAM Sets, AMS warrants to Service Partner that the SCRAM CAM Sets will function with SCRAMNET substantially in accordance with the performance parameters specified in the SCRAM CAM Daily Operations Guide. While the SCRAM CAM equipment can provide continuous home detention monitoring, it is not designed to give immediate notification of alcohol detection and AMS makes no assurances that the SCRAM CAM Set will detect all tamper efforts.

Exclusions from Service and Repair Policy. The above policy does not cover SCRAM CAM Sets that are defective due to

(i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the SCRAM CAM Daily Operations Guide; (iii) servicing of the SCRAM CAM Sets by anyone not previously authorized by AMS; (iv) failure of Service Partner to obtain reasonable and necessary maintenance of the SCRAM CAM Sets as contemplated under this Agreement; or (v) use of parts for the service or repair of the SCRAM CAM Sets that have not been approved in writing by AMS for use in the Products.

Sole Remedy. In the event of a breach of the above service and repair policy, AMS will, at its sole option, repair or replace the defective SCRAM CAM Set. THE REMEDIES EXPRESSLY STATED IN THIS SECTION 8 ARE EXCLUSIVE, AND AMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE PARTNER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE PRODUCTS AND SCRAM CAM SERVICES FOR SERVICE PARTNER'S OR AGENCY'S INTENDED PURPOSE.

Disclaimers of Warranties and Liability to Agencies. In any contract that Service Partner enters into with an Agency, Service Partner shall i) state that AMS makes no warranties of any kind directly to the Agency and its Participants and ii) disclaim AMS' liability for damages, whether direct or indirect, incidental or consequential, arising in connection with Service Partner's services to the Agency and Participants. Where it is the practice of the Agency to order services from the Service Partner without a written contract, Service Partner shall deliver written notice to the Agency of the foregoing disclaimers on behalf of AMS. In addition, Service Partner agrees to defend and indemnify AMS against all liability, costs, judgments, or expenses, including attorney's fees, relating to any claim made by an Agency which results from Service Partner's breach of this Section 8.5. Service Partner's obligation to indemnify AMS will survive the termination of this Agreement.

The above warranty details apply to all technologies included in this proposal.

OEM Addresses

SCRAM CAM System
Alcohol Monitoring Systems, Inc.
1241 West Mineral Avenue
Littleton, CO 80120