

## AGREEMENT

**THIS AGREEMENT (“Agreement”)** is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **ALCOHOL MONITORING SYSTEMS, INC.**, a Colorado corporation with its principal place of business located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120 (“Contractor” or “AMS”), collectively referred to as the “Parties”

### WITNESSETH:

**WHEREAS**, the City desires the Contractor to perform electronic offender monitoring services for various City agencies; and

**WHEREAS**, the Contractor has the present capacity and is experienced and qualified to provide such services.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

**1. WORK TO BE PERFORMED:**

A. Services: The Contractor shall diligently and professionally, under the general direction of the Executive Director of the Department of Safety (“City Representative”), perform offender monitoring and related services, all as more particularly described in **Exhibit A**, the **Scope of Work, Technical Specifications and Warranty** (“Work”) and **Exhibit B** (schedule and rates), as hereinafter defined, both of which are incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over **Exhibit A** and **Exhibit B**. **Exhibit A** shall control and take precedence over **Exhibit B**. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials, including without limitation the Director of the Division of Community Corrections and

designees, and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor's work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from February 1, 2014 until January 31, 2017, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The City may elect, in its sole and absolute discretion, to extend the Term for up to two (2) additional one (1) year periods. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement.

**3. COMPENSATION AND PAYMENT:**

**A. Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

**B. Payments:** Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** and the schedule and rates specified on **Exhibit B**. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

**C. Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**D. Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

**4. TERMINATION:**

**A. Termination for Convenience of the City:** The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the

City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

**B. Termination for Cause:** The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

**B. Compensation:** If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of

such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

C. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

5. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. **INDEPENDENT CONTRACTOR**: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**

A. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**C. Additional Insureds:** For Commercial General Liability, Professional Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. Waiver of Subrogation:** For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors:** All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

**G. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**H.** Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**I.** Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

**J.** Professional Liability: Contractor shall maintain professional liability limits of \$1,000,000.00 per claim and \$1,000,000.00 aggregate policy limit.

**K.** Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**8. DEFENSE & INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims



have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

**B.** The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

**C.** The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

**10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES:** The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its

business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

**11. EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

**12. ASSIGNMENT & SUBCONTRACT:** Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

**A. Approved Subcontract.** With prior written consent of the City Representative, the Contractor may subcontract portions of the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City under section 20-77 of the Denver Revised Municipal Code. A subcontract does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any subcontractor. The acceptance or rejection of a proposed subcontractor shall not create in that subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the Work of any subcontractor.

The Contractor shall be responsible for any acts or omissions of its subcontractors, suppliers and personnel. In addition, all Work performed for the Contractor by a subcontractor or supplier shall be pursuant to an agreement between the Contractor and the subcontractor or supplier which shall contain provisions that:

1. Require the subcontractor or supplier to be bound to the Contractor by the terms of this Agreement;
2. Require all subcontracted Work to be performed in accordance with the requirements of the Agreement, and, that with respect to the Work the subcontractor or supplier performs, that the subcontractor or supplier assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City;
3. Preserve and protect the rights of the City with respect to the Work to be performed so that the subcontracting thereof will not prejudice those rights;
4. Require each of its subcontractors or suppliers to include in their contracts with lower tier subcontractors or suppliers these same requirements; and
5. Require each subcontractor or supplier to make copies of this Agreement available to the subcontractor's or supplier's subcontractors or suppliers. The Contractor shall make available to each proposed subcontractor or supplier, prior to the execution of the subcontract, copies of this Agreement.

**B. Performance and Payment Bond.** If the Contractor subcontracts any of the Work, the Contractor, at the sole discretion of the City, may be required to issue one or more performance or payment bonds in favor of the City

**13. NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

**15. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

**16. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**A.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this

Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

**18. NOTICES:** Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By City to:                   Alcohol Monitoring Systems, Inc.  
1241 West Mineral Avenue, Suite 200  
Littleton, Colorado 80120

By Contractor to:       Community Corrections Division  
City and County of Denver  
303 West Colfax Avenue, Suite 1700  
Denver, Colorado 80204

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

**19. DISPUTES:** All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

**20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:**

**A. Governing Law:** This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

**B. Compliance with Law:** The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable

laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

22. **SMALL BUSINESS ENTERPRISES**: The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

23. **PREVAILING WAGES**: Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors.

24. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS**: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. **PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS**:

A. **City Information**: The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and

used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify

destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** **Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.**

**B. Contractor's Information:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and



assert the Contractor's claim of privilege against disclosure under this subsection including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**26. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

**27. SOFTWARE PIRACY PROHIBITION:** The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

**28. NO EMPLOYMENT OF ILLEGAL ALIENS.**

**A.** The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute.

**B.** The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**C.** The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

**D.** The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**29. LEGAL AUTHORITY:** The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

**30. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. **INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

33. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

34. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

35. **CITY EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**(SIGNATURE PAGES TO FOLLOW)**

**Contract Control Number:** SAFTY-201314545-00

**Contractor Name:** ALCOHOL MONITORING SYSTEMS INC

By: Louis T. SUGO

Name: LOUIS T. SUGO  
(please print)

Title: VICE PRESIDENT, SALES & MARKETING  
(please print)

**ATTEST: [if required]**

---

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Exhibit A**

**(Exhibit on Following Page)**

## EXECUTIVE SUMMARY

The City and County of Denver provides an essential offender electronic monitoring program which helps lower taxpayers' burden by reducing jail populations and requiring offenders to pay for services. As an AMS customer since 2004, the City has been integral in assisting AMS by giving crucial feedback on ways to improve our products and services. AMS has listened and has not only developed a successful partnership with the City over the last nine years, but has moved forward to offer a full line of offender monitoring solutions.

To meet the needs of the City and County of Denver, as well as U.S. Communities Participating Public Agencies, AMS is proposing a complete suite of offender monitoring solutions to meet all offender monitoring requirements outlined in the RFP.



**The SCRAM Systems line of technology is the most advanced suite of electronic monitoring equipment on the market today.**

product in the world. The system continuously tests for alcohol every half hour around the clock, and has optional house arrest monitoring during agency specified hours. Officers have access to monitoring information 24/7 through the SCRAMNET web-based software, including access through smartphones. SCRAM CAM is the only system with a comprehensive record of independent testing and court admissibility. With 89 evidentiary rulings, 33 Frye/Daubert rulings, 12 published third party studies, and 3 State Supreme and Appellate Court rulings, SCRAM is not only the most reliable system, but is also the lowest risk choice for continuous alcohol monitoring. With a 99.3% compliance rate, SCRAM is not only a deterrent to drinking, but reduces staff time and costs with exception-based reporting and accurate, reliable equipment.

The SCRAM Systems line of technology is the most advanced suite of electronic monitoring equipment on the market today. With best-in-class technology for the alcohol and RF monitoring, as well as state-of the art GPS tracking requested by the City, AMS is proud to offer the following:

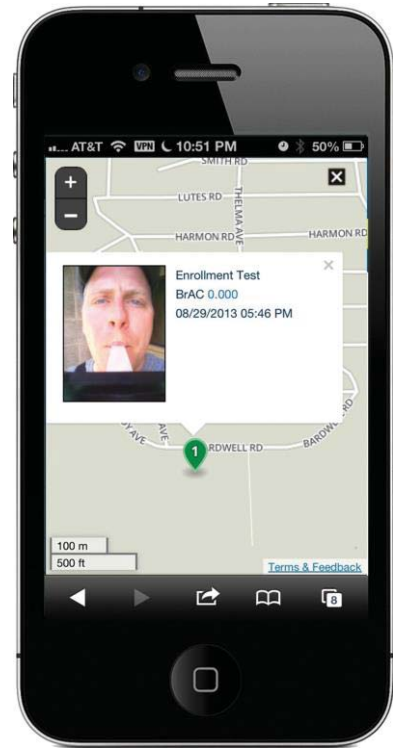
### ***SCRAM Continuous Alcohol Monitoring.***

With over 300,000 offenders monitored during the last 10 years, SCRAM Continuous Alcohol Monitoring is the most widely used CAM

SCRAM CAM is the only system with a comprehensive record of independent testing and court admissibility. With 89 evidentiary rulings, 33 Frye/Daubert rulings, 12 published third party studies, and 3 State Supreme and Appellate Court rulings, SCRAM is not only the most reliable system, but is also the lowest risk choice for continuous alcohol monitoring.



***SCRAM Remote Breath.*** While SCRAM CAM remains the first choice of courts and agencies for high-risk, repeat alcohol offenders, a need still exists for alcohol monitoring for lower-risk offenders. SCRAM Remote Breath, a handheld, wireless breath alcohol device, is the first to incorporate Automated Facial Intelligence™ and a GPS location with every test. Whether it's scheduled, random, or on-demand testing, SCRAM Remote Breath provides discrete and flexible breath testing that is scalable and manageable. The technology is built to SCRAM Systems standards using leading evidential PBT (portable breath testing) technology. The facial recognition system, the same used internationally by government security forces, scans and confirms each offender's identity on every high-resolution image taken with each breath test, taking this burden off of agency staff. The mobile application is available at no cost for iPhone®, iPad®, Android®, and Blackberry®.



**SCRAM Remote Breath is the first to incorporate Automated Facial Intelligence and a GPS location with every test. The mobile application is available at no cost for iPhone, iPad, Android, and Blackberry.**

***SCRAM One-Piece GPS.*** The SCRAM One-Piece GPS device uses the most proven one-piece ankle bracelet in the industry. This technology was the first to triangulate cell towers for indoor and impaired tracking—changing the GPS industry with its multiple location-based technologies. Its one-of-a-kind design, unlike any other in the industry, virtually eliminates intermittent strap disruptions that cause a high volume of false alerts. The mobile application is available at no cost for iPhone, iPad, Android, and Blackberry.

***SCRAM House Arrest.*** Built to work with today's home communications systems, SCRAM House Arrest is optimized to work on DSL, Vonage®, cable telephone modems, or standard telephone service (POTS). For those households having Internet only, SCRAM House Arrest's base station hosts an Ethernet port, which can be plugged into any home Internet router. If neither phone or Internet service are available, the system has a cellular option.

***SCRAM Systems Compliance Platform.*** The SCRAMNET secure web application is the core of the platform, which guarantees one integrated system for all offenders monitored on SCRAM Systems, as well as 24/7 customer support, product training, court support, and offender compliance analytics.

***OffenderLink Biometric Voice Monitoring and Automated Telephone Reporting.*** AMS is proud to partner with Fieldware in order to provide an industry-leading Voice Tracking/Verification and Message Reporting System.

- The OffenderLink Biometric Voice Monitoring system is a voice biometrics-based curfew/home confinement/truancy system which compares an offender’s voiceprint to an initial voice sample in order to verify their presence at a known location for curfew or home confinement purposes.
- The Automated Telephone Reporting system allows offenders to report to their supervising officer via an automated telephone call. Fieldware currently holds the contract with the Colorado Probation System for Automated Telephone Reporting and currently services 12 Judicial Districts across the State.

In summary, our proposal offering is based upon the following elements:

- A complete line of integrated offender monitoring technologies designed to fit a wide variety of supervision models, budgets, laws, and purchasing processes.
- Tiered pricing to the City and Participating Public Agencies based upon volume.
- Dedicated sales team nationwide.

As AMS celebrates its 10 year anniversary, we continue to look forward to developing and delivering new ways for the criminal justice system to better manage the challenges it faces. Our technologies are developing and improving in order to meet the ever-changing needs of courts and communities. The City and County of Denver, as well as U.S. Communities agencies, can be assured that they will receive the same high level of service that they have come to expect from AMS – whether providing alcohol or location monitoring products and services.



# TECHNICAL QUALIFICATIONS

*a. The Proposer shall respond to each Submittal item in Section C9: Scope of Work and Technical Requirements.*

## C.9 SUBMITTALS/QUESTIONS:

### C.9.a. GENERAL

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section C.1. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may utilize a range of these services as appropriate for their needs.

The SCRAM Systems line of technologies is the most advanced suite of electronic monitoring equipment on the market today. With best-in-class technology for the alcohol and RF monitoring, as well as state-of-the-art GPS tracking requested by the City, AMS is pleased to propose solutions for the following categories as outlined in Section C.1: **Active, Passive and/or Hybrid Global Positioning Satellite Tracking; Radio Frequency (RF) Tracking; Alcohol Monitoring, Continuous Alcohol Monitoring, and Continuous Alcohol Monitoring/Radio Frequency (RF) Tracking; and Voice Tracking/Verification and Messaging System.**



### Active, Passive and/or Hybrid Global Positioning Satellite Tracking

**SCRAM One-Piece GPS.** The SCRAM One-Piece GPS device uses the most proven technology in a one-piece ankle bracelet in the industry. This technology was the first to triangulate cell towers for indoor and impaired tracking—changing the GPS industry with its multiple

location-based technologies. Its one-of-a-kind design, unlike any other in the industry, virtually eliminates intermittent strap disruptions that cause a high volume of false alerts. The mobile application is available at no cost for Blackberry, iPhone, iPad, and Android devices.

The bracelet is attached to the offender's ankle using a one-minute, tool-free installation process. It can be programmed remotely to store GPS location points each minute throughout the day, as well as trigger a more aggressive 30 second collection rate if the device has entered an exclusion zone. Device programming can be done remotely to allow agencies to select the mode (active, hybrid, or passive) or transmission rate that meets the needs of the offender and/or the agency. In addition, the system includes an optional home-based beacon, the first in the industry to include “beacon location confirmation” and alerting—providing more accuracy than any other offender tracking system on the market.



**SCRAM One-Piece GPS** can be programmed remotely to store GPS location points each minute throughout the day, as well as trigger a more aggressive 30 second collection rate if the device has entered an exclusion zone. Device programming can be done remotely to allow agencies to select the mode (active, hybrid, or passive) or transmission rate that meets the needs of the offender and/or the agency.

***Tamper Technology.*** With the lowest false alert rate in the industry, the SCRAM One-Piece GPS bracelet is extremely reliable and can ease offender management for correctional agencies. In an independent dynamic stress test, over one million individual load tests applied to the strap assembly failed to produce a single false tamper alert. In addition, the detection of removal is nearly instantaneous with the bracelet's reliable tamper technology.

***Two-way communication.*** An audible tone or vibration can be sent on-demand to the device by an officer through the software. Officers can use this functionality to notify the offender that they have a low battery or need to call their officer/case manager. The beep or vibe does not stop until the offender presses the acknowledgement button on the outside of the bracelet.



The beacon is installed in the offender's home, place of work, school, or other designated location. When the participant enters an area where a beacon is located, the system switches modes from GPS tracking to traditional radio-frequency monitoring.

***RF Beacon.*** The optional home-based beacon enhances the system's reliability by tracking in previously problematic areas, such as high-rise buildings and multi-unit apartments, or where cellular coverage is unreliable. The system is the first to include "beacon location confirmation" and alerting—providing more accuracy than any other offender tracking system on the market. Using this RF functionality reduces power consumption, thereby extending the bracelet battery life for up to a week. The beacon is installed in the offender's home, place of work, school, or other designated location. When the offender enters an area where a beacon is located, the system switches modes from GPS tracking to traditional radio-frequency monitoring. When the person exits the beacon range, the system immediately reverts back to GPS mode.



## Radio Frequency (RF) Tracking

*SCRAM House Arrest.* As the leader in offender alcohol monitoring, AMS now provides SCRAM House Arrest, the most advanced whole-product solution in electronic monitoring. This system:

- Is the first to market RF with Internet communication, in addition to landline and cellular connectivity.
- Interfaces with SCRAMNET, a single software application for Continuous Alcohol Monitoring (CAM), Remote Breath, GPS and Radio Frequency (RF) monitoring.
- Is the smallest RF system available on the market.
- Offers variable range and leave window settings, as well as a one-year field replaceable battery.

Integrated in 2010 into the SCRAM Continuous Alcohol Monitoring system, SCRAM House Arrest technology has been used to monitor over 22,000 participants. AMS now offers this same reliable technology in SCRAM House Arrest, a standalone, traditional house arrest monitoring system.

Considering that only 30% of U.S. homes have a landline telephone, but over 60% have home Internet service, AMS designed a standalone RF house arrest system to accommodate the needs of today's population. Built to work with today's home communications systems, it is optimized to work on DSL, Vonage, cable telephone modems, digital, or standard telephone service (POTS). For those households having Internet only, the SCRAM House Arrest base station hosts an Ethernet port, which can be plugged into any home Internet router. If neither phone or Internet service are available, the system has a cellular option. Most RF systems on the market today were designed over 10 years ago, making it a struggle or impossible to operate on today's communication channels.

The SCRAM House Arrest bracelet continuously transmits a coded radio frequency (RF) signal every 15 seconds. The base station detects the signal from the bracelet and reports the bracelet's status over a telephone line to SCRAMNET, AMS' central software platform. SCRAMNET compares the incoming information to the offender's curfew schedule and authorized phone number(s). If a violation is detected, an alert is generated and the contracting agency is notified according to their predefined procedures.



## Alcohol Monitoring

**SCRAM Remote Breath.** While SCRAM CAM remains the first choice of courts and agencies for high-risk, repeat alcohol offenders, a need still exists for alcohol monitoring for lower-risk offenders. SCRAM Remote Breath, a handheld, wireless breath alcohol device, is the first to incorporate Automated Facial Intelligence™ and a GPS location with every test. Whether it's scheduled, random, or on-demand testing, SCRAM Remote Breath provides discrete and flexible breath testing

that is scalable and manageable. The technology is built to SCRAM Systems standards using leading evidential PBT (portable breath testing) technology.

The system uses the same facial recognition system used internationally by government security forces. The system scans and confirms each offender's identity on every high-resolution image taken with each breath test. SCRAM Remote Breath technology takes the staff time and guesswork out of scrolling through numerous photos, increasing accuracy and saving the County time and risk, so the focus can be on dealing with offenders who need the most attention.

**Remote Breath Result Details** **Truong, Michael**

**Failed**  
 Received 11:20 AM 06/06/2013

**BrAC**  
 0.00

**Photo Match**  
 AFI match failed

**Status**  
 In-progress

**Note**  
 Received failed AFI match alert. Confronted client & issued retest which was positive. Client admitted to having cousin take test while he was drinking.

**Enrollment**  
 BrAC: 0.00  
 9:54AM 01/24/13

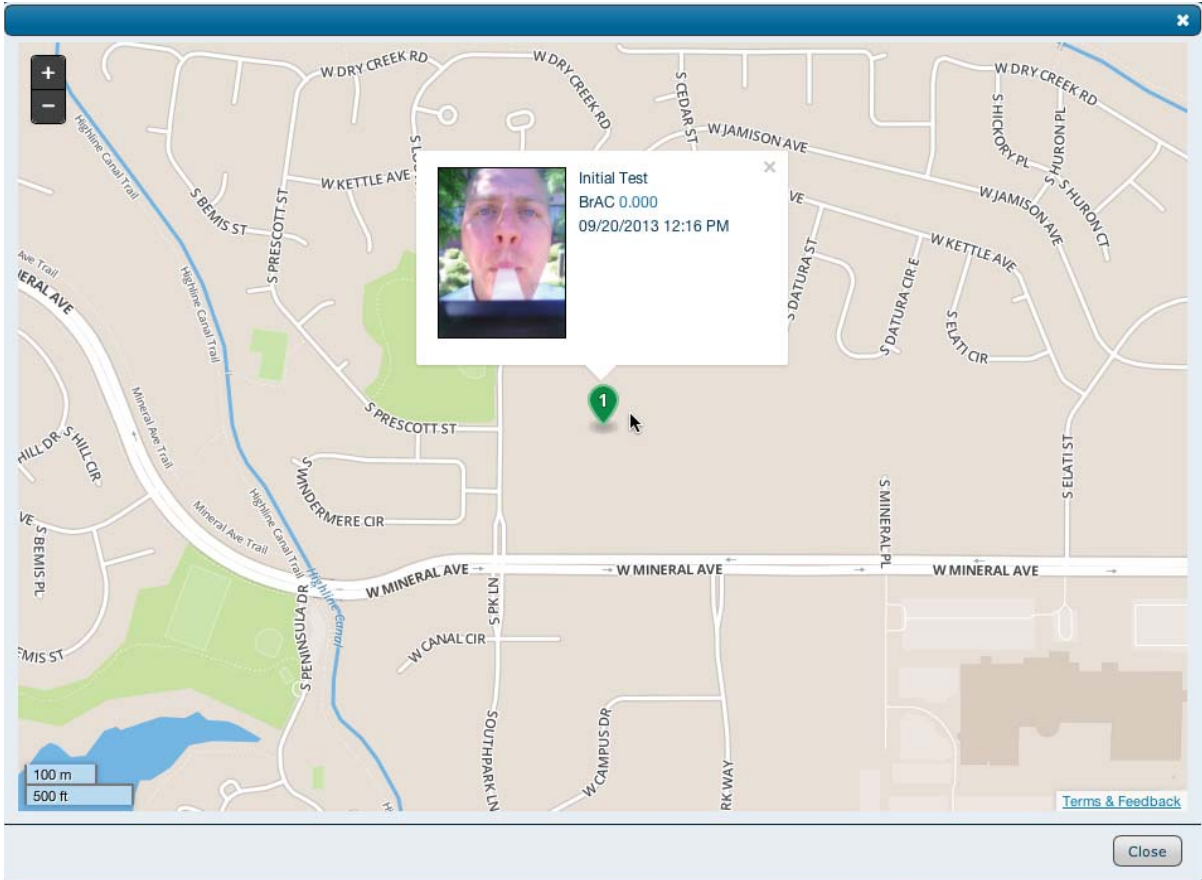
**Initial Test**  
 BrAC: 0.00  
 11:18AM 06/06/13  
 View location

**Action History**

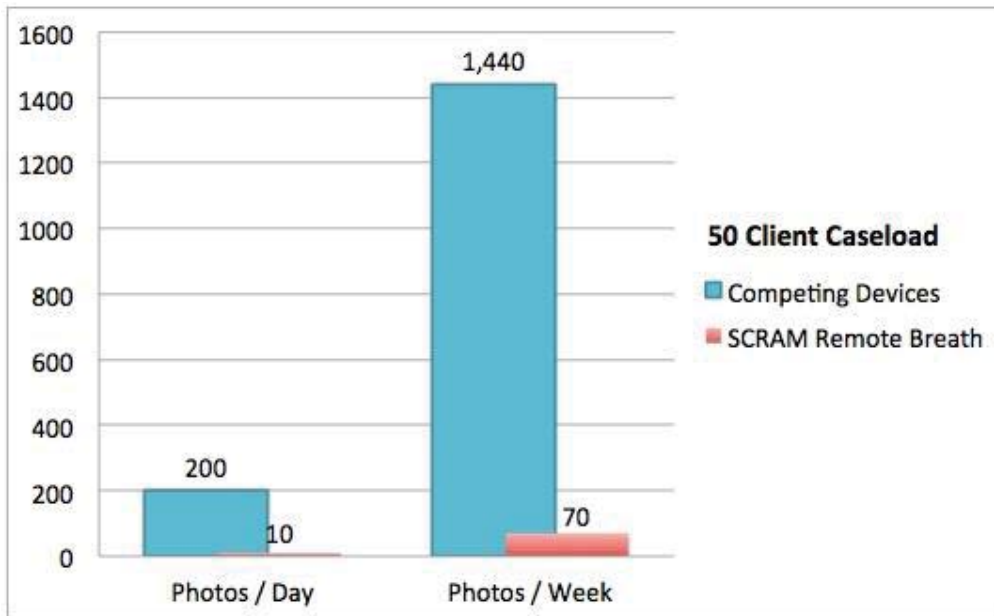
Changed	Action	User	Date
Match	AFI photo match failed	RBAnalyzer	11:21 AM 06/06/13
Received	Test received	RBAnalyzer	11:20 AM 06/06/13

SCRAM Remote Breath offers flexible testing schedules including random, scheduled and on-demand options. The device offers flexible notification to offenders in order to alert them when

it's time to take a test. These alerts can be sent audibly, vibration, or via text. In addition, 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. Text reminders can also be programmed for automatic offender notification when a test is missed. If a test is missed, the test is logged and the offender is notified of the missed test and instructed to immediately take a test. For positive tests, the offender will be prompted to complete a secondary test, which the agency can set to take place between 2 and 20 minutes after the initial positive test.



Results are reported immediately after each test. Unlike devices that only send the BrAC result, SCRAM Remote Breath provides real-time BrAC results along with Automated Facial Intelligence, which uses government security level facial recognition software and camera technology to automatically determine if the offender's identity at the time of the test was a positive or failed match. Breath testing devices without this technology require a manual comparison of the test photo and the initial enrollment photo with each test in order to verify an offender's identity. Other systems may rely on a remote monitoring center representative to use their judgment in order to confirm the two photos as they come in, or once per day.



#### Manual Photo Matching Comparison

SCRAM Remote Breath is built to SCRAM Systems standards using DOT and NHTSA approved evidential fuel cell technology, which is found in most highway patrol PBT (portable breath testing) devices today. Unlike other remote breath testing products, AMS provides court support on positive tests and identification results when using SCRAM Remote Breath. To date, Alcohol Monitoring Systems, Inc. has provided more court support on its alcohol monitoring technology than all other electronic monitoring vendors combined.

With embedded AT&T wireless and Assisted GPS technology, SCRAM Remote Breath can operate in any place where there is AT&T cellular coverage. Even in the absence of cellular coverage, SCRAM Remote Breath has on-board memory to store time-stamped results, which can then be reported upon reacquisition of cell coverage.



#### Continuous Alcohol Monitoring

**SCRAM Continuous Alcohol Monitoring.** For transdermal continuous alcohol monitoring, AMS proposes the SCRAM Continuous Alcohol Monitoring (SCRAM CAM) system. The patented SCRAM Continuous Alcohol Monitoring bracelet is attached to the offender's ankle with a durable and tamper-proof strap. It is worn 24/7 by the offender and captures transdermal alcohol readings by sampling the insensible (gaseous) perspiration constantly being emitted from the body. The bracelet transmits the data via a wireless radio-frequency (RF) signal to a base station. The base station, which is



plugged into a telephone landline, then transmits the data to SCRAMNET, a centralized software platform where all data is housed, and alerts and reports are generated. For households where a landline, cell phone, or Internet connectivity is not available, AMS offers a wireless solution to monitor those offenders. The wireless device simply plugs into an electrical outlet, and the data will download daily at the scheduled time and upload directly to SCRAMNET.

The SCRAM Continuous Alcohol Monitoring 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 system.

The device can conclusively distinguish between ingested and environmental alcohol for the following reasons:

***Controlled, quantifiable sample delivery system.*** SCRAM Continuous Alcohol Monitoring is the only CAM device on the market that uses a controlled, quantifiable sampling method that draws a measured sample every 30 minutes. This is the same proven sample delivery system used in evidential breath testing equipment that has been the standard in law enforcement for many decades. Other devices may claim to be “testing” more frequently; however, without a controlled, quantifiable sample, ***these devices are merely sensors and can present the following issues for agencies:***

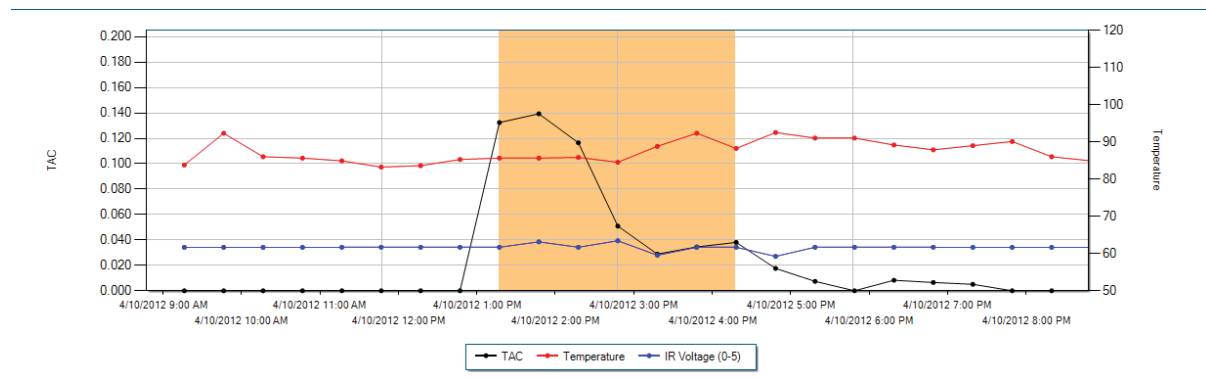
- These devices are more susceptible to environmental false alerts. For example, they cannot distinguish between alcohol consumption and interfering alcohol-based products (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as bars, bakeries, beauty salons, and barber shops). A sensor-based system would generate an alert.
- These devices may require secondary tests to validate their results. For example, with a sensor-based system, an officer would have to travel to the offender's location and complete a breath test before the results could be reliably submitted in court.

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

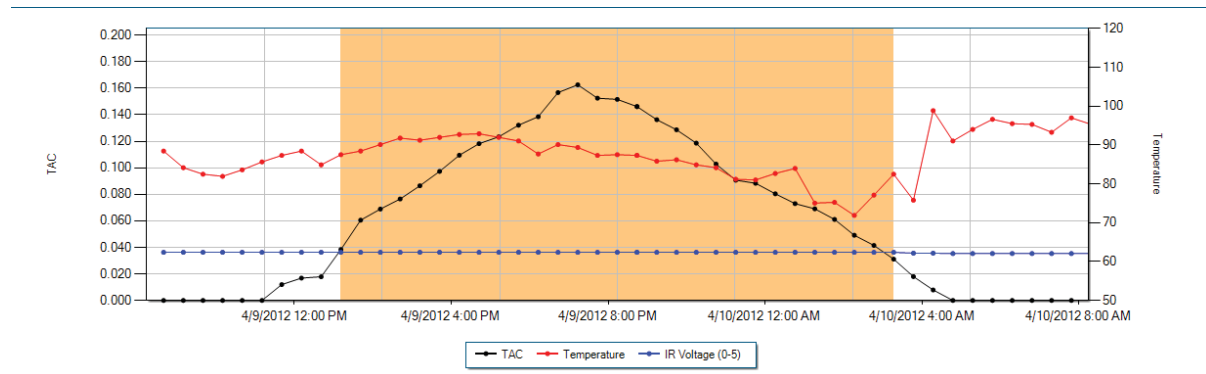
***Industry-validated Dräger fuel cell.*** The Dräger fuel cell, which is the heart of the SCRAM CAM bracelet, has been proven through decades of research and experience and is accepted by the forensic community in alcohol testing applications. This is the same fuel cell used in evidential breath testing equipment and interlock devices. Dräger fuel cells have been

independently validated (both directly and indirectly), and are extremely sensitive and ethanol-specific alcohol sensors.

**Thorough Data Analysis and Review Process.** All data received from the 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).



**Environmental Alcohol Detection.** A distinct and dramatic jump in the absorption side of the alcohol curve, followed by a rapid dissipation of the alcohol, indicates an offender coming into contact with an environmental alcohol source.



**Confirmed Alcohol Consumption Event.** Data from a drinking event shows a gradual increase in alcohol levels over time, and then slowly burns off to create a well-defined alcohol curve (the black line).

## Continuous Alcohol Monitoring/Radio Frequency (RF) Tracking

The previously described SCRAM Continuous Alcohol Monitoring system offers dual functionality-both radio frequency (RF) monitoring, as well as transdermal alcohol

monitoring—in one ankle bracelet. Alcohol monitoring can be used alone or combined with RF as needed, depending on the offense, situation, or behavior while on the program.

The SCRAM CAM bracelet continuously transmits a coded RF signal every 15 seconds. The SCRAM CAM base station detects the signal from the bracelet and reports the information over a telephone line to SCRAMNET, AMS' central monitoring database. SCRAMNET compares the incoming information to the offender's EM schedule and authorized phone number(s). If a violation is detected, an alert is generated. If Priority Notification is specified, an email or text message with alert specifics is generated within 15 minutes of being detected.

Authorized staff will have access to SCRAMNET's web-based, user-friendly interface. SCRAMNET provides an efficient means of managing curfews and approved locations for each offender on a case-by-case basis as determined by the supervising officer(s). The web interface enables supervising officers to easily modify any offender's schedule and location information via flexible edit, copy, and delete features. It also allows officers to view past schedules, as well as historical change records. Whether creating, manipulating, or reviewing schedules, the supervising officer can click the EM Schedule Help button at any time for detailed step-by-step assistance with any or all scheduling features.

The supervising officer also designates the type of alert notification and the manner in which notification should occur. If Priority Notification is selected, the officer will be notified in real time of the EM violation either by email or by cell phone text, as specified. If the Priority Notification option is not selected, the officer will see any EM alerts the next time he or she reviews the offender's online event log or the EM Daily Summary report.

The SCRAM CAM base station is compatible with analog and digital phone lines (provided that it is attached to a phone jack other than the jack that attaches to the computer). Voice over IP protocol is evaluated on a case-by-case basis due to varying Internet speeds.

Additionally, supervising officers have the ability to add EM monitoring to an offender already being monitored for alcohol (CAM only) without requiring the offender to be present in the office. By simply clicking the EM-enabled button on the offender's EM Setup screen, the RF functionality automatically activates. The officer can then customize all the offender-specific EM

parameters and can immediately set the offender's EM status to Active, if desired. (The officer must contact the offender and instruct them to unplug, then re-plug in the AC power to instantly



**Supervising officers have the ability to add EM monitoring to an offender already being monitored for alcohol (CAM only) without requiring the offender to be present in the office.**

initiate Active status. Otherwise, the system will automatically set the status to Active the next time the base station communicates with SCRAMNET.)

## Consolidated Software Platform and Customer Support

All SCRAM equipment is supported by our SCRAM Systems Compliance Platform, as well as the AMS Monitoring Center:

- **SCRAM Systems Compliance Platform.** The SCRAMNET secure web application is the core of the platform, which guarantees one integrated system for all offenders monitored, as well as 24/7 customer support, product training, court support, and offender compliance analytics.
- **24/7/365 Monitoring Center.** The AMS experienced team of Data Analysts is available 24/7 via phone to assist agency personnel. Features include:
  - Response/documentation protocols tailored to agency requirements
  - Redundant communications, HVAC, electrical, security systems
  - Geographically redundant off-site backup system/service team
  - Highly-trained, certified service professionals
  - Real-time alert response
  - Data secured via physical and electronic controls
  - Accommodation of all levels of monitoring needs
  - 24/7/365 around-the-clock monitoring
  - Live, U.S.-based support technicians available 24/7/365
  - Sophisticated support tools



AMS' experienced Data Analysts are available 24/7 via phone to assist agency personnel.

## Voice Tracking/Verification and Message Reporting System

AMS will partner with Fieldware in order to offer the OffenderLink Biometric Voice Monitoring (BVM) system, which meets the requirements for Voice Tracking and/or Verification. OffenderLink also offers industry-leading Automated Telephone Reporting (ATR) to meet the requirements for the Message/Day Reporting System.

***Biometric Voice Monitoring.*** The OffenderLink Biometric Voice Monitoring module compares an offender’s voiceprint to an initial voice sample in order to verify their presence at a known location for curfew or home confinement purposes. BVM is typically used as either a special condition of supervision, a graduated sanction, or in lieu of other electronic monitoring options for both adults and juveniles. The BVM module is highly configurable, allowing an officer or agency to manage curfew periods, known phone locations, and minimum/maximum calls per curfew period. OffenderLink BVM can provide the City with real-time alerts when non-compliance is detected. While BVM has detailed tracking and reporting of all monitoring contacts, integration with existing data systems facilitates a streamlined enrollment, as well as the automated passing of outcomes back to agency databases.

During program enrollment, the OffenderLink BVM module collects an initial biometric voiceprint from an offender in the presence of the supervising agent or assigned agency staff. The supervising agent accesses an easy-to-use graphical calendar view in the OffenderLink web portal to set up the offender’s schedule which results in periods when the offender is expected to be at a specified location. Powerful schedule replication features make this step quick and painless and editing the schedule can be done in a snap. OffenderLink’s multi-modal messaging systems notify the offender to check-in within a specified and configurable time period. Notifications are typically made with an outbound phone call but could also be made by text message (SMS) if the agency desires. The offender satisfies the curfew or home confinement requirement by responding to random notifications with a return call to the system via a dedicated toll-free number. The offender provides a voice sample that matches the voiceprint on file within the required time period from a registered phone number.

***Automated Telephone Reporting.*** OffenderLink ATR is an automated Interactive Voice Response (IVR) telephone reporting/monitoring system with a web-based Supervision Management System, hosted and maintained at Fieldware’s Data Center in Chicago. The system is specifically designed to improve efficiencies, reduce workload, and increase accountability for lower-risk offender populations where an office visit (or a mailed-in form) can be replaced by an automated telephone contact. The system provides 24/7 real-time access to all case files and call reporting data and is customizable and scalable to meet the specific needs of correctional agency. OffenderLink can also be used to track compliance of any and all special conditions of supervision enabling the program’s use for other supervision levels as well. With the Offender Pay funding option, in which offenders pay a small monthly subscription fee, OffenderLink is a true “no cost” to the agency solution.

As agencies look to implement strategies like Evidence Based Practices to better manage their growing populations with the same or shrinking resources, OffenderLink is the perfect solution. The system automatically monitors offenders' compliance with their conditions of supervision, so that officers can focus their attention on the small percentage of non-compliant offenders. Valuable time is not wasted on offenders who are successfully satisfying their supervision conditions. OffenderLink maintains all case notes and contact history and can be easily integrated with existing agency databases. All data is available at the click of a mouse through the system's powerful reporting tools.

2. Describe any related products, services and solutions provided by your company.

AMS has authorized SCRAM Systems Service Providers in 49 states that can provide a full range of services to agencies. These services include: daily offender management, program set-up and design, billing and fee collection, equipment installation, equipment maintenance, court support, and testimony.

Fieldware also offers addition program modules through the OffenderLink system:

- Automated Notification System (ANS): The OffenderLink ANS is a fully hosted system that makes automated phone calls to remind pre- and/or post-adjudicated offenders about upcoming court dates, upcoming supervision appointments, or any other type of notification an agency may need to send with the goal of reducing FTAs. OffenderLink ANS can also be used for other types of notifications like delinquent fines and fees or registration reminders where the time and expense of other contact methods are prohibitive.
- Random Testing Notification (RTN): The OffenderLink RTN program is based on the ATR program but with a daily frequency of in-bound calls with the primary goal of alerting certain offenders to appear for testing. In addition, the system can be configured to call out to remind offenders who are late calling in. The system is configurable as to the percentage of callers that must appear to conform to agency testing budgets and manpower issues. Officers are notified of missed calls and missed appearances.
- Certified Provider Access (CPA): The OffenderLink CPA module is based on the ATR program but can be implemented without the in-bound call functionality of ATR at a reduced rate depending on volume. This module enables officers and agency staff to electronically refer offenders to treatment providers while providers can login to OffenderLink to enroll offenders, log compliance, and log completion or termination outcomes according to agency policies and procedures. Officers are alerted to missed and/or non-compliant reports that require follow up activity. This process significantly

improves workflow, reduces paperwork, and helps ensure that nothing falls through the cracks.

- **Supervision Fee Management & Collections (SFM):** OffenderLink SFM is a turn-key fines, fees, and restitution management program featuring billing, remittance processing (lockbox for mailed payments as well as electronic payments using debit and/or credit cards) with online views of all payments and vouchers, real time “To do” lists, notification of billable status, payment history, live and automated collections contacts, and more. This program is typically funded with a percentage of funds collected but can also be funded via transaction fees added to payments. The success of this program has enabled agency partners to collect significantly more than expected while significantly reducing workload and time spent as bill collectors. Naturally, this allows agency staff to focus on more important supervision related tasks.
- **Electronic Funds Transfer for Inmate Banking (IB):** With the success of the SFM program, Fieldware extended its OffenderLink programs to include OffenderLink IB as a service designed to simplify the process of friends and family transferring funds to an inmate. Each agency’s IB program is customized and separately configured so no two agencies’ data are comingled.

3. Provide a narrative on your acceptance and understanding of the Scope of Work and Technical Requirements as outlined in Section C of this Request for Proposal. Include how Proposer can provide a proposed solution which meets or exceeds the City’s specifications for each of the following:

- Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS Category).
- Radio Frequency/RF
- Video and/or Voice Tracking/Verification
- Alcohol Monitoring
- Continuous Alcohol Monitoring

AMS accepts and understands the Scope of Work and Technical Requirements as outlined in Section C of this Request for Proposal. The AMS SCRAM Systems line of products meets or exceeds all specifications for the GPS, RF, Breath Alcohol Monitoring, and Continuous Alcohol Monitoring categories. Our partnership with Fieldware will allow us to meet all requirements for the Voice Tracking/Verification category via the OffenderLink system.

4. Provide Proposer’s specifications and capabilities for the following, including transmitter and home unit specifications, as applicable:

- One-Piece GPS Tracking System

- Two-Piece GPS Tracking System
- Active GPS Portable Tracking
- Passive GPS Tracking
- Radio Frequency Tracking
- Voice Tracking and Voice Verification and Message Reporting System
- Video and/or Voice Breath Alcohol Monitoring
- Continuous Alcohol Monitoring

## SCRAM One-Piece GPS Tracking System

### Specifications

- Transmitter: 3.5”(L) x 1.75”(W) x 1.5”(D)
- Lightweight (7 oz. with battery)
- Heavy-duty shock resistance, rugged design
- Reusable, fiber optic strap
- GPS and cell tower triangulation
- Waterproof, dishwasher safe
- Hypoallergenic
- FCC compliant
- One-piece design
- RF Beacon: 5” (L) x 3.8”(W) x 1.5”(H), 13.6 oz (with plug)
- 2-Way Communications to offenders
- GPS, A-GPS, and AFLT location technologies
- Superior battery life: 30-36 hours on 1.5 hour charge. Up to 1 week battery life with beacon.
- Extreme temperature, shock, and impact resistance
- 30-second, tool-free installation



The SCRAM One-Piece GPS bracelet is attached to the participant's ankle using a one-minute, tool-free installation process.



- Certified on the Sprint® and Verizon® networks plus nine roaming partners

## Capabilities

- Track and communicate with all types of offenders, 24/7, indoors and out
- Reliable tamper technology means false alerts are substantially reduced
- Multiple location technologies combine to provide complete indoor and outdoor tracking
- 2-way communication allows officials to communicate with offenders
- Free Mobile App allows management of offenders and alerts anytime, anywhere from most smartphones or tablets
- Available as an integrated component of the SCRAM Systems suite of products. One company, same SCRAM Provider Network, best-in-industry technologies

## Active GPS Portable Tracking and Passive GPS Tracking

The SCRAM One-Piece GPS system previously described can be programmed remotely to store GPS location points each minute throughout the day, as well as to trigger a more aggressive 30 second collection rate if location data shows the device has entered an exclusion zone. The device may be programmed remotely to transmit at any regular interval of 30 seconds or greater. This allows the City to select any mode—active, passive, or hybrid—needed for each particular offender.

## SCRAM House Arrest – Radio Frequency Tracking

### Bracelet Specifications

- Dimensions: 5.9 cubic inches. Approximately 2.8”(H) x 2.8”(W) x 0.75”(D)
- Material: Stainless steel and plastic
- Weight: 4.8 oz.
- Battery Type: Lithium CR2
- Battery Life: One-year field replaceable battery
- Battery Charging Capabilities: Disposable/ Not rechargeable
- Strapping device: Performed in office by agency using tamper-evident clip



**The Most Flexible House Arrest System on the Market**

- Less than 3 out of 10 U.S. Homes today have a landline telephone
- Older systems, designed around landlines, have become difficult to manage in today's homes
- SCRAM House Arrest transmits over any available communication method—landline, cellular, or home Internet service



The diagram illustrates a central house icon connected by yellow lines to six circular icons representing different communication methods: a landline telephone, a laptop, a mobile phone, a tablet, a desktop computer, and a cellular tower. This visualizes the system's flexibility in using various communication channels.

- Transmitter has a field replaceable faceplate and battery that can be serviced in the field
- Multiple anti-tamper systems: Body mass, temperature, and IR detection
- Waterproof
- FCC Part 15 – Registration No. P8M-SM02

### Base Station Specifications:

- Dimensions: 44 cubic inches (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
- Optimized to work on all home communications systems: POTS, digital, DSL, Vonage®, cable telephone, home Internet, and cellular options
- Offers variable range and leave window settings
- Digital LCD display for easy install and offender communication
- FCC Part 15 – Registration No. P8M-SM03, FCC Part 68 – Product No. US:AMSMM00BSM0, File Number: 3181176ATL-001

### Capabilities

- Transmits over the communication methods in today's homes
- Eliminates the challenge of 70% of homes that no longer have Plain Old Telephone Service (POTS)

- Fully integrates with all SCRAM Systems technologies on the SCRAMNET software platform
- Reliable tamper technology means false alerts are substantially reduced
- Multiple technologies, the same SCRAM Systems dynamic training, court support, and 24/7 customer service
- Single software application to manage SCRAM CAM, Remote Breath, One-Piece GPS, and House Arrest

## SCRAM Remote Breath - Breath Alcohol Monitoring

### Specifications

- Dimensions: - 43 cubic inches. Approximately 7”(L) x 3-1/2”(W) x 1-3/4”(H)
- Weight: 14oz
- Battery type: Rechargeable Lithium Ion
- Material: Plastic
- Battery life: 72 hours
- Battery Charging Capabilities: 6 hours to fully charge when starting from a completely dead battery.
- Tampering Features: A photograph is taken and transmitted with each test. An alert is also generated if the device is damaged/broken or pried open.



### Capabilities

- Automated Facial Intelligence
- One-piece, handheld, cellular
- Onboard memory; can store 30 days worth of events.
- Built on DOT and NHTSA approved evidential fuel cell technology
- GPS location with every test

- Offender text message reminders and notifications
- Rugged, built for corrections
- Random, scheduled, and on-demand testing

## SCRAM Continuous Alcohol Monitoring

### Specifications

#### Bracelet:

- Dimensions: 5.9 cubic inches. Approximately 2.8” (H) x 2.8”(W) x 0.75”(D)
- 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 agency 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 agency; transmission of alcohol data once every 24 hours is typical.
- Tampering Features: Obstruction and removal detection
- FCC Part 15 – Registration No. P8M-SM02



#### Base Station:

- Dimensions: 44 cubic inches (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



## Capabilities

- Collects insensible perspiration every second 24/7/365 into a controlled sample chamber
- Sample chamber is drawn and tested for alcohol every 30 minutes
- Optional House Arrest curfew monitoring in one bracelet
- 99.3% compliance each and every day
- Conclusively distinguishes between alcohol consumption and environmental alcohol sources
- Single-source admissibility—no back-up tests required
- Continuous testing means no drinking around test schedules
- Cellular capability using SCRAM Wireless™

## Voice Tracking/Verification and Message Report System

### Specifications

The OffenderLink system is fully hosted by Fieldware and is web-based. It does not require the installation of any equipment. All that is needed is offender access to a landline or cellular phone.

### Capabilities

- Less intrusive: No hardware, making it a great step down reward from RF or GPS.
- Lower cost: Less expensive than RF or GPS.
- Safer than field visits: No need to send field staff into dangerous areas for installations or random home visits.
- Improved accountability: Real-time notification of compliance violations enables officers to hold offenders more accountable.
- Improved compliance: Ease-of-use for offenders combined with greater accountability results in improved compliance outcomes.

5. Architecture. The Proposer shall describe how their architecture aligns with the principles and best practices. The City encourages Web-based solutions that are designed using either a 3/N-tier or Service-Oriented Architecture (SOA) approach. Proposer shall identify any elements of their design that appropriately would not meet these constraints and explain why this is so.

SCRAMNET leverages the architecture that best fits the functional area. The web interface uses an N-Tier architecture and the communication services utilize a service-oriented architecture. The architecture utilized by the customer is a client server solution where SCRAMNET is the server and the customer's web browser is the client.

The server portion of the SCRAM System by AMS (SCRAMNET) is a hosted application. SCRAMNET provides all of the hardware and software infrastructure and well as the support staff required to maintain and enhance the application. The servers are hosted at a data center and accessed over the Internet. SCRAMNET being designed as a hosted application greatly reduces the costs and difficulties of traditional client server software. SCRAMNET uses economies of scale to provide a cost-effective, high-performance, and highly available solution.

6. The Proposer shall provide a diagram (or diagrams) with corresponding narrative that describes how their proposed technical solution is:

- Adaptable
- Available
- Extensible
- Interoperable
- Manageable
- Redundant
- Resilient
- Scalable
- Securable

Adaptable -

- SCRAMNET leverages the architecture that best fits the functional area. The web interface uses an N-Tier architecture, and the communication services utilize a service-oriented architecture. The architecture utilized by the customer is a client server solution where SCRAMNET is the server and the customer's web browser is the client.
- By utilizing a hosted application model, SCRAMNET is able to isolate customer computer systems from the cost and complexity of the server architecture.
- As improvements are made to browser and web application technologies SCRAMNET is improved to take advantage of those improvements. Improvements are implemented in a

manner that does not overly restrict the types of browsers that can be utilized with SCRAMNET.

- A long-term goal for AMS is to allow SCRAMNET to better integrate with customers through the broader use of web services.

Available -

- SCRAMNET was designed to support redundant hardware and systems. Performance and reliability are evaluated quarterly. At this time weaknesses within the system are evaluated and any needed modifications are made to ensure that SCRAMNET remains a highly available system. The hosted application (SCRAMNET) is continuously monitored to ensure that it remains available. If there are interruptions of service, AMS operations personnel are immediately notified.
- AMS has invested significantly in developing a formal Business Continuity Plan with the supporting infrastructure in the area of data backup and recovery, in order to prevent business interruptions and minimize the impact if an interruption does occur. If an interruption does occur, measures are in place to minimize the impact and to ensure the interruption does not exceed a 4 hour window.
- Our centrally hosted and managed off-site data center provides sufficient resources to manage and maintain SCRAMNET's information and infrastructure. This necessary redundancy, used in conjunction with off-site vaulting services, ensures that customer data is well protected. SCRAMNET provides high quality, secure backups and operational efficiency. By utilizing economies of scale, this enterprise class infrastructure is provided to our customers through nominal service fees.
- AMS has developed a plan for the protection of critical assets and customer data. This plan includes data protection, risk assessment information, infrastructure security, and recovery processes, as well as performance monitoring practices. All AMS data backups are encrypted using password protection meeting the National Institute of Standards password complexity guidelines, 192 bit Advanced Encryption Standard Algorithm, and database management software for automatic backup reliability.

Extensible -

- As needed for this contract, the SCRAMNET web-based system has the capacity for at least 2,000 offenders and is able to expand as need for this contract.

### Interoperable -

- The SCRAMNET system and subsystems have been developed using the appropriate tools and technologies for the function. Just as some of the architecture is service oriented and some is N-Tiered, various technologies were employed depending on the need. The web interface is C# and ASP.net using a model view controller pattern. Some backend systems are written in VB.net using enterprise services. Some backend systems are COM+ components written in Visual Basic using the Windows DNA architecture. Since SCRAMNET is a hosted application, customers are not asked to support the application framework.
- A longer-term goal for AMS has been to allow SCRAMNET to integrate better with our enterprise customers through the use of web services. AMS has started to provide this access through the XML extracts of billing data.

### Manageable -

- Regular patching is performed on the hosted servers. The SCRAMNET application is patched and upgraded on an as-needed basis. No customer involvement is required for patching and upgrades. Upgrades are performed during off business hours. If the upgrade will impact system availability, a notification is sent to customers at least 48 hours in advance.
- AMS constantly monitors SCRAMNET performance and availability.
- AMS has a state-of-the-art version control system and automated build system.
- AMS performs management and monitoring of SCRAMNET.

### Redundant -

- To ensure availability of all data, AMS replicates all data daily to online storage arrays at three separate geographic locations. The database is tested daily to ensure system backup can be used on recovery of any system. In addition, AMS completes a data “snapshot” every four hours to maintain backups. Transaction logs for all activity ensure that a data restore will be complete, and that each transaction is available.
- 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.
  - 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.
- Hardware Redundancy:
- AMS' database service is a clustered group of nodes mirrored on two servers. In case of a data center disabling disaster, this design allows for the continued uninterrupted operation of the application. The mirror database is in a high speed replication mode that can become the primary database when needed.
  - 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 (clustered servers, rather than just a single server), which provide for load balancing and failover redundancy between physical nodes. Each data center has four active web servers for a total of eight load balanced servers.

AMS' communications servers are a group of nodes (ten servers, rather than just a single server), which provide for load balancing with multiple telecom carriers. If a carrier has any issues, the traffic is automatically rerouted to available circuits.

If a server in a work group or cluster (database, web, or communications) fails, AMS' current redundancy levels in the work groups/cluster ensures that our customers will not see or experience the failure.

#### Resilient-

- The application is constructed in a manner so that customers do not have access to any systems operations areas and are restricted to their portal view of the data. All front end systems are monitored by firewalls and intrusion detection systems.

- AMS uses industry monitoring tools which monitor the network, application, database, and systems 24/7 with alarms and alerting. Both internal and external hosted monitors ensure that an outage will immediately be recognized and alerted for a quick resolution.
- The entire perimeter is protected and monitored by high availability firewalls and intrusion detection systems. The class of firewall is considered to be a Unified Threat Management (UTM) device.
- AMS has redundant, identical systems available in a remote data center for failover if any issues are seen at a primary data center.

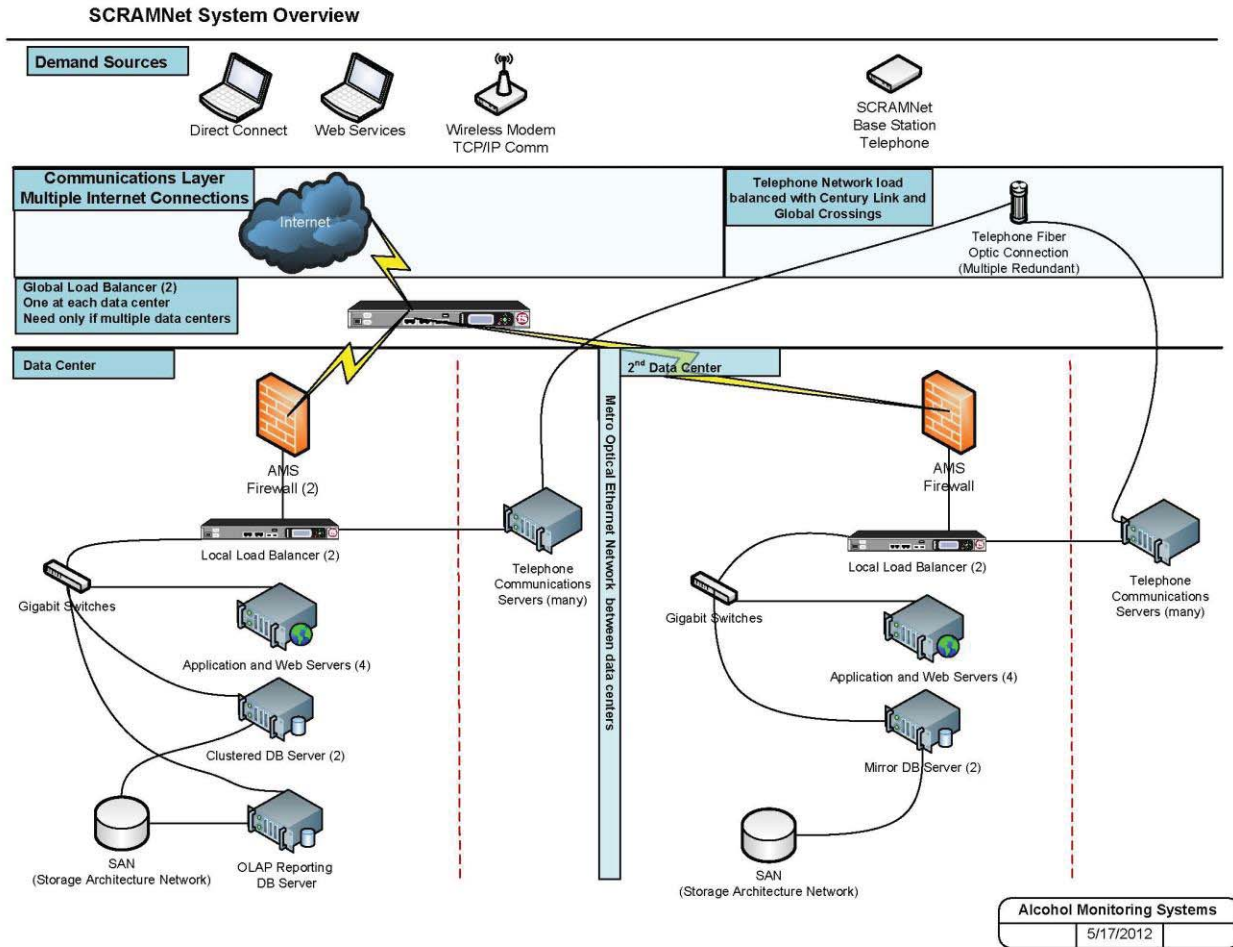
#### Scalable-

- As SCRAMNET is a hosted application there are not multiple production implementations. The production implementation has been used to monitor over 300,000 offenders.
- The SCRAMNET development platform has a robust suite of test functions that allows AMS to do both glass box and black box performance testing. Through a test rig the system can be load- and stress- tested remotely. Our development practices include unit testing, automated regression testing, and a context-driven approach to manual testing using test data.
- The production implementation will scale to actively monitor over 10,000 concurrent offenders and is constantly evaluated and improved to maintain increased loads.
- The production implementation can be used for pilot programs, training, and monitoring of offenders. All of these uses are taken into consideration as the infrastructure is evaluated.

#### Securable-

- SCRAMNET is designed with multiple layers of authentication. The roles-based security model allows authorized users to administer the rights assigned to individuals. Since SCRAMNET is a hosted application no deployment considerations need to be made with regards to access control.

Since SCRAMNET is a hosted application no deployment consideration is need to be made regarding identity management. All identity management is contained within the SCRAMNET application.



7. Describe any additional features offered by your company for Participant Monitoring System Operation which are not specified in Section C.2.e.

There are no further features offered in addition to those specified in Section C.2.e of the RFP.

8. Please describe your company’s security protocol, including but not limited to, the following:

- General security
- Data protection assurance
- Drug and alcohol policies for Monitoring Center
- Facility access
- User access authentication and authorization

- System software controls
- Logging and reporting
- Records retention
- Audit trail

### *General security*

- All front end systems are monitored by firewalls and intrusion detection systems.
- All information is encrypted using password protection that meets National Institute of Standards (NIS) guideline. AMS webservers use SSL certificates to ensure that all session data is encrypted and all host communications information is confidential.
- AMS uses industry monitoring tools which monitor network, application, database, and systems 24x7 with alarms and alerting. Both internal and external hosted monitors ensure that an outage will immediately be recognized and alerted for a quick resolution.
- The entire perimeter is protected and monitored by high availability firewalls and intrusion detection systems.
- AMS has redundant, identical systems available in a remote data center for failover if any issues are seen at a primary data center.
- SCRAMNET is designed with multiple layers of authentication. The roles-based security model allows authorized users to administer the rights assigned to individuals.
- SCRAMNET was designed to support redundant hardware and systems. Performance and reliability are evaluated quarterly. At this time weaknesses within the system are evaluated and any needed modifications are made to ensure that SCRAMNET remains a highly available system. The hosted application (SCRAMNET) is continuously monitored to ensure that it remains available. If there are interruptions of service, AMS operations personnel are immediately notified.
- Alcohol Monitoring Systems, Inc. (AMS) has invested significantly in developing a formal Business Continuity Plan with the supporting infrastructure in the area of data backup and recovery, in order to prevent business interruptions and minimize the impact if an interruption does occur. If an interruption does occur, measures are in place to minimize the impact and to ensure the interruption does not exceed a 4 hour window.
- Our centrally hosted and managed off-site data center provides sufficient resources to manage and maintain SCRAMNET's information and infrastructure. This necessary

redundancy, used in conjunction with off-site vaulting services, ensures that customer data is well protected. SCRAMNET provides high quality, secure backups and operational efficiency.

- AMS has strict confidentiality guidelines in the call center to ensure that all client data records are retained, stored and disseminated in line with industry confidentiality guidelines. All employees are bound by confidential agreement. AMS does not release information to any parties that are not directly involved in the client's supervision without formal legal releases or subpoena's on file. This includes telephonic and written requests. All AMS employees undergo background checks prior to be hired. Proper documentation will be provided upon request and as allowed by law.

***Data protection assurance.*** AMS has developed a plan for the protection of critical assets and customer data. This plan includes data protection, risk assessment information, infrastructure security, and recovery processes, as well as performance monitoring practices. All AMS data backups are encrypted using password protection meeting the National Institute of Standards password complexity guidelines, 192 bit Advanced Encryption Standard Algorithm, and database management software for automatic backup reliability..

***Drug and alcohol policies for Monitoring Center.*** AMS has a strong commitment to maintaining a drug-free, healthy, and safe workplace. Alert and rational behavior is required for the safe and adequate performance of job duties. The company may require “post-offer/pre-employment” testing. Offers of employment may be contingent upon on the candidate passing a drug test. All employees may be tested for drugs and alcohol after a work-related accident or if observed using a prohibited substance on the job. Additionally, employees may be required to submit to drug/alcohol screening whenever the company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident. Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

***Facility access.*** The monitoring facility is secured so that access is restricted to authorized individuals. Visitors must press a buzzer to contact the receptionist, who can see the individual on the door camera and the building camera before admitting the individual into the main lobby. Visitors must sign a log, and are then issued a visitor badge that must be displayed at all times. They must be escorted at all times while visiting the facility. All visitors must sign out and surrender their visitor's badge when they leave.

Internal security is maintained through the use of electronic door controls, accessed through security proximity cards, which access schedules of when employees are allowed to be in the building. The building is under camera surveillance at all times.

Outside lighting on the perimeter of the building illuminates both the building and the parking lots adjacent to the building. The parking lot perimeter is also monitored by a closed circuit infrared/low light TV system. Cameras are strategically placed in the lobbies and in the elevators, and all transmissions are both monitored and recorded twenty-four hours a day.

***User access authentication and authorization.*** All users must have a username and password to access the system. The application is constructed in a manner so that no customer has access to any systems operations areas and is restricted to their portal view of the data.

***System software controls.*** The application is constructed in a manner so that no customer has access to any systems operations areas and is restricted to their portal view of the data. Only an AMS' systems are able to send data to the applications in which customers can only view, not update or change. All front end systems are monitored by firewalls and intrusion detection systems.

***Logging and reporting.*** The SCRAMNET application logging is written to the database and then replicated to the redundant data center. All backups and increments are sent off site each day. All SCRAMNET incident management is completed each day by a data analyst and used to create a daily action plan for each customer. For system issues, AMS' system escalation procedures are to detect and notify within 15 minutes and escalates every 15 minutes until a response is received.

***Records retention.*** All data that is over 90 days old is archived indefinitely. System redundancy, used in conjunction with a secure off-site data repository, also ensures that client data is always well protected.

***Audit trail.*** Data items that can be modified have a corresponding audit record that records when a change was made and by whom. Software changes are stored in a source code repository and all changes are recorded with a full audit trail.

9. Describe Proposer's proposed 24 x 7 maintenance and support for this contract. Please identify the City's role in all aspects of maintenance and support.

The AMS experienced team of Data Analysts is available 24/7 via phone to assist agency personnel. Features include:

- Response/documentation protocols tailored to agency requirements
- Redundant communications, HVAC, electrical, security systems
- Geographically redundant off-site backup system/service team
- Highly-trained, certified service professionals
- Real-time alert response

- Data secured via physical and electronic controls
- Accommodation of all levels of monitoring needs
- 24/7/365 around-the-clock monitoring
- Available 24/7/365 by phone, email, or web
- Live, U.S.-based support technicians
- Sophisticated support tools

The City shall use AMS' RMA process to notify AMS of all equipment issues within 24 hours of discovery. This will ensure that the issues are resolved and replacement equipment is sent out accordingly.

10. Provide a Statement of Work (SOW) for project management deliverables for potential transition. Include a narrative description of the work required to achieve the City's requirements as described in this RFP. Narrative should include, but not be limited to, the following:

- Overview:** project background, purpose/objectives, anticipated benefits, software or technology products proposed, business processes impacted, and customers/end users impacted.
- Detailed Scope:** requirements, deliverables included in scope, deliverables not included in scope, etc.
- Schedule:** all milestones and major project deliverables and the planned completion date for each item.
- Risk Watch List:** identify, analyze/evaluate, monitor and respond to the project risks as appropriate.
- Organization Chart:** include defined roles and staffing plan.
- Implementation Strategy and Implementation/Rollout Plan:** explain Proposer's strategies for implementation/rollout.

## Overview

AMS is offering the SCRAM Systems line of electronic monitoring solutions. This solution includes:

- ***SCRAM Continuous Alcohol Monitoring***, the world's leading transdermal alcohol bracelet with optional (RF) house arrest.
- ***SCRAM Remote Breath***, the only handheld breath alcohol testing with automated facial recognition and GPS location with every test.
- ***SCRAM One-Piece GPS***, uses the most proven GPS technology, setting the bar with the *lowest false alert rate in the industry*.
- ***SCRAM House Arrest***, the latest in stand-alone (RF) house arrest technology, built for today's homes.

- ***SCRAM Systems Compliance Platform,*** offering a single-hosted solution for all SCRAM Systems technologies.
- ***Voice Tracking/Verification and Message Reporting from Fieldware.*** A voice biometrics based curfew/home confinement/truancy program for adult and juvenile offenders, as well as pre-adjudicated offenders. In addition, Fieldware's OffenderLink offers an Automated Telephone Reporting module which allows offenders to report to their supervising officer via an automated telephone call.

Because AMS currently holds the CAM contract for the City, a large amount of equipment is already in place. AMS will work with the City to seamlessly transition all GPS and in-home breath testing offenders to SCRAM Systems technologies within 5 business days. Because the City currently does not use voice verification technology, no transition of offenders is necessary. AMS will provide this monitoring technology to the City as needed.

AMS has served the City since 2004 and has proven that we can meet the needs of the City when it comes to continuous alcohol monitoring. In addition, Fieldware currently holds the contract with the Colorado Probation System for Automated Telephone Reporting and currently services 12 Judicial Districts across the State. By choosing AMS, the City will avoid the risk, time, and money associated with transitioning to another vendor. In addition, using AMS for all proposed offender monitoring needs will simplify program management.

AMS understands that the intent of the City's solicitation is to provide Participating Public Agencies with products, services and solutions to meet their various needs.

## Detailed Scope

AMS will provide the required equipment and services for the categories for which it receives award. The offerings of this proposal include:

- Active, Passive, and/or Hybrid Global Positioning Satellite Tracking
- Radio Frequency/RF
- Alcohol Monitoring
- Continuous/Transdermal Alcohol Monitoring
- Continuous/Transdermal Alcohol Monitoring with Radio Frequency (RF) Tracking
- SCRAM Systems Compliance Platform
- Voice Tracking/Verification

The SCRAM Systems line of technology is the most advanced suite of electronic monitoring equipment on the market today. With best-in-class technology requested by the City for alcohol



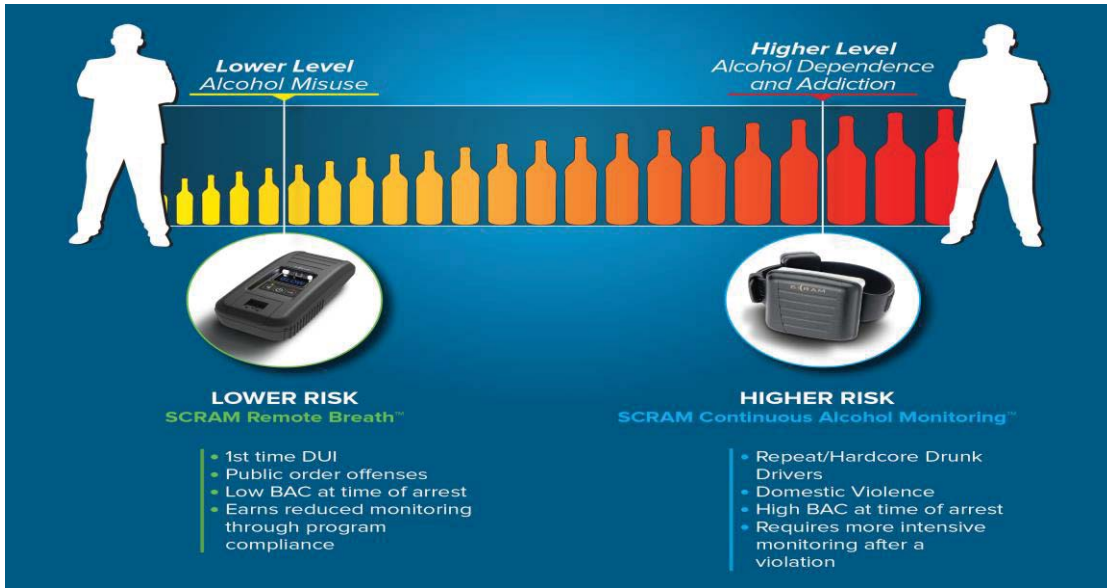
and RF monitoring, as well as state-of-the-art GPS tracking, AMS is pleased to offer the following:

**SCRAM One-Piece GPS.** The SCRAM One-Piece GPS device uses the most proven one-piece ankle bracelet in the industry. This technology was the first to triangulate cell towers for indoor and impaired tracking, thereby changing the GPS industry with its multiple location-based technologies. Its one-of-a-kind design, unlike any other in the industry, virtually eliminates intermittent strap disruptions that cause a high volume of false alerts. The mobile application is available at no cost for Blackberry, iPhone, iPad, and Android.

**SCRAM House Arrest.** Considering that only 30% of U.S. homes have a landline telephone, but over 60% have home Internet service, AMS designed a standalone RF house arrest system to accommodate the needs of today's population. Built to work with today's home communications systems, it is optimized to work on DSL, Vonage, cable telephone modems, or standard telephone service (POTS). For households with Internet only, SCRAM House Arrest's base station hosts an Ethernet port, which can be plugged into any home Internet router. If neither phone nor Internet service are available, the system has a cellular option.

**SCRAM Continuous Alcohol Monitoring.** With over 300,000 alcohol-involved offenders monitored during the last 10 years, SCRAM Continuous Alcohol Monitoring is the most widely used CAM product in the world. The system continuously tests for alcohol every half hour around the clock, and has optional house arrest monitoring during agency specified hours. Officers have access to monitoring information 24/7 through the SCRAMNET web-based software, including access through smartphones. SCRAM CAM is the only system with a comprehensive record of independent testing and court admissibility. With 89 evidentiary rulings, 33 Frye/Daubert rulings, 12 published third party studies, and 3 State Supreme and Appellate Court rulings, SCRAM CAM is not only the most reliable system, but is also the lowest risk choice for continuous alcohol monitoring. With a 99.3% compliance rate on any given day, SCRAM is not only a deterrent to drinking, but reduces staff time and costs with exception-based reporting and accurate, reliable equipment.

**SCRAM Remote Breath.** While SCRAM CAM remains the first choice of courts and agencies for high-risk, repeat alcohol offenders, a need still exists for alcohol monitoring for lower-risk offenders. SCRAM Remote Breath, a handheld, wireless breath alcohol device, is the first to incorporate Automated Facial Intelligence and a GPS location with every test. Whether it's scheduled, random, or on-demand testing, SCRAM Remote Breath provides discrete and flexible breath testing that is scalable and manageable. The technology is built to SCRAM Systems standards using leading evidential PBT (portable breath testing) technology. The facial recognition system, the same used internationally by government security forces, scans and confirms each offender's identity on every high-resolution image taken with each breath test, taking this burden off of agency staff.



While SCRAM CAM remains the first for high-risk, repeat alcohol offenders, a need still exists for alcohol monitoring for lower-risk offenders. SCRAM Remote Breath, a handheld, wireless breath alcohol device, is the first to incorporate Automated Facial Intelligence and a GPS location with every test.

**SCRAM Systems Compliance Platform.** SCRAM Systems Compliance Platform. The SCRAMNET secure web application is the core of the platform, which guarantees one integrated system for all monitored offenders, as well as 24/7 customer support, product training, court support, and offender compliance analytics. AMS has developed a strong relationship with the City during the past nine years and looks forward to continuing to meet its offender electronic monitoring needs. The City can be assured that it will receive the same high level of service it has come to expect from AMS – whether providing alcohol or location monitoring products and service.

AMS will partner with Fieldware to provide all requirements for Voice Tracking and/or Verification with the OffenderLink Biometric Voice Monitoring (BVM) system.

## Schedule

Below is a schedule of all milestones and major project deliverables and the planned completion date for each item.

### *Phase One – Implementation Initiation/Planning – To be completed by 11/28/2013*

- **City and County of Denver Project Manager Identified**  
AMS Regional Sales Manager, Brian Yeager, currently serves as the City and County Project Manager (PM) and will serve as the primary point person for the City throughout all phases of implementation.

- **Implementation Team Assembled**

The PM assumes responsibility for identifying, notifying, assembling, and fully briefing the implementation team, ensuring that a representative is assigned for all key functional areas, including:

- Sales Support/Administration
- Customer Support/Training
- Accounting Finance
- Field Team Liaison

- **Contract Scoped**

The implementation team assesses the contract section by section and assigns owners and due dates to all open tasks, ensuring accountability for all customer touch points.

***Phase Two – Implementation Execution/Control- To be completed by 12/13/2013***

- **Overall Work Plan (“New Customer Set-Up”) Creation/Approval**

The PM documents the results of the scoping meeting and publishes an implementation work plan, including identification of each task by function, owner, due date, dependencies, contingencies, and time frame.

- **New Customer Set-Up Program Management /Execution**

The PM assumes responsibility for driving accurate and timely completion of all tasks in each functional area. In short, this includes:

- Sales Support/Administration

The PM will work with the City to fully complete the AMS New Customer Set-Up (NCSU) form and deliver it to Sales Administration. This information will include contacts for: inventory, accounting, technical support, and supervision authority, as well as, key mailing and shipping address information, and contract and account numbers. This data will be entered into the AMS business management database.

Once the City’s information is entered into the AMS database, it triggers a chain of events in the following functional areas:

- Customer Support –

- *SCRAM Systems Software Setup:*

Because the City is already a SCRAM CAM customer, the City’s account will be updated to include all SCRAM Systems technologies: SCRAM One-Piece GPS, SCRAM House Arrest, and SCRAM Remote Breath. The City’s account will be customized according to the City’s procedures and preferences. Since the City does not

currently use voice verification, AMS will work with the City to implement this technology when and if needed.

- *Training:*  
AMS training professionals works with the City's designated contact to finalize initial training schedules per their specifications.
  - *Equipment Swap:*  
Led by the PM, AMS will dedicate staff to complete all data entry (if requested) and installations of SCRAM Systems equipment. With the assistance of the City scheduling offenders' appointments, and given a start date of December 2, 2013, the entire caseload will be transitioned over to SCRAM Systems no later than December 13, 2013.
- **Inventory Management/Fulfillment/Distribution**  
AMS' inventory team coordinates with the City's designated contact to arrange for provision of all equipment and consumables per the terms and conditions of the contract.
  - **Accounting and Finance**  
The billing and bookkeeping processes are currently linked with the AMS accounting system and have been for the last 10 years. GPS billing information will be added to this existing system.
  - **Field Implementation**  
The PM oversees all tasks that the local team must perform to integrate with the City's program requirements, including consulting on, developing, and/or executing the following:
    - Program structure definition/development for eligibility, referral, and enrollment; guidelines for monitoring duration; contingency management model (both sanction- and incentive-driven supervision guidelines).
    - Site assessment
    - Communications protocols
    - Process and systems integration
    - Other program and case management components and functions as required upon contract award.

*Phase Three – Implementation Closure/Ongoing Operations Management*

The members of the City’s Implementation Team retain their assigned roles beyond the implementation phase and are accountable to handle any issues that may arise per their respective areas of responsibility once the program is operational.

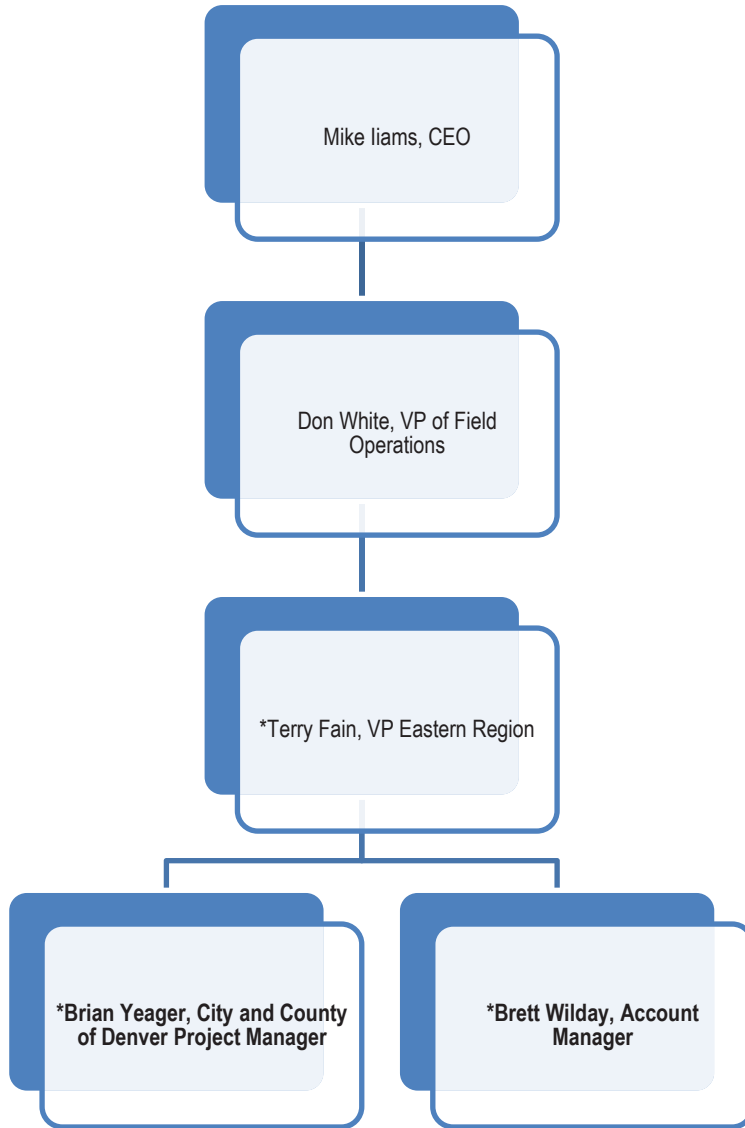
## Risk Watch List

AMS will develop a risk management plan and work with the City to agree upon its format, methodology, tools used, and City’s involvement in risk prioritization. AMS proposes an approach to risk management that follows the Project Management Institute’s Product Management Body of Knowledge. This is flow-charted below and can be tailored to be consistent with the City’s requirements. Because risks can come from so many sources, the risk management process needs to be very collaborative. The status of each identified risk and updates to the overall risk management plan will be discussed at regular intervals with the City.



## Organization Chart

Below is an organizational chart, followed by an overview of the key AMS personnel who will be involved in a potential transition.



\* Key executive personnel that will be supporting the program.



***Brian Yeager, Project Manager***

Based in Denver, Colorado, Brian Yeager will be the Project Manager for the City and County of Denver program. He will be the primary liaison for the City and is responsible for account support and program development. Mr. Yeager began his career at AMS in 2010 as the Account Manager for the 24/7 Programs in North and South Dakota. He was responsible for training, court testimony, and day-to-day operations. Mr. Yeager’s skills include: contract and program management, program development, issue/risk/change management, operational development, project plan and schedule development, budgeting, and problem-solving. Prior to joining AMS, Mr. Yeager managed a county juvenile probation electronic monitoring program and went on to manage EM accounts in the Western U.S. for a leading electronic monitoring company. He attended the Community College of the Air Force and obtained a certification in Aerospace Maintenance Engineering.



***Brett Wilday, Account Manager***

Located in Littleton, Colorado, Brett currently holds the position of Account Manager for AMS. Mr. Wilday is responsible for the continuing education and training for the use of all SCRAM Systems technologies. Mr. Wilday is also responsible for courtroom testimony and streamlining day-to-day program operations. His skills include: program management, program development, operational development, training coordination, budgeting management, and problem-solving. Brett began his career at AMS in 2011 as a Marketing Specialist, focusing on Inside Sales for 47 accounts throughout the United States. He earned a degree in Finance and Accounting, with a minor in Business Administration, from Augsburg College in Minnesota.



***Terry Fain, Vice President and General Manger, Western Region***

Terry Fain is the Vice President and General Manger, Western Region for AMS, assisting government agencies and providers with the development and implementation of offender monitoring programs using SCRAM Systems technology across the United States.

Mr. Fain is an engaging, knowledgeable presenter and is often requested to speak at local, state, and national legal and corrections associations on technology programs for offender management. He’s written articles for publications including the *Journal of Offender Monitoring* on the use of electronic monitoring in domestic violence cases.

Prior to AMS, Mr. Fain worked in community corrections and spent more than 10 years in offender supervision for the State of Texas. As a program manager in Dallas County, he developed and supervised electronic monitoring, GPS, and domestic violence programs. He also worked for a leading electronic monitoring company assisting agencies in operating offender monitoring programs, using the latest technology for supervision and case management. Mr. Fain is a graduate of Texas A&M University with a Bachelor of Science in Social Sciences and a Minor in Management, and he holds a Master of Science in Business Administration and Management from Amberton University.

## Implementation Strategy and Implementation/Rollout Plan

AMS uses an implementation team process to launch new accounts in a proficient and comprehensive manner. Upon contract award, AMS will present the City with a highly detailed work plan. For RFP response purposes, AMS has included a high-level breakdown of the end-to-end implementation cycle in the “Schedule” section of this Statement of Work response.

AMS will provide a dedicated contract transition person, Brian Yeager, who will be responsible for making the transition from any systems under the current contract to any new systems contracted through AMS. This transition will include:

- Coordination with the existing Proposer on the date and time of the change over to the new system.
- Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.

AMS will align their project management approach with the project’s inherent complexity so the desired results can be achieved. AMS understands that management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. By working together in a cooperative manner, AMS is confident that all targeted timelines defined in the implementation plan will be met.

11. Discuss the Proposer’s degree of accuracy and how it validates Voice Tracking and Voice Verification. Include its accuracy percentage.

Fieldware’s OffenderLink BVM utilizes a robust commercially available voice verification engine that was developed by voice biometric engineers, application architects, developers, and professional services personnel who have been working together since 2005. The engine serves a worldwide clientele in corrections, banking, healthcare, insurance, telecommunications, and even the military and intelligence communities.

This engine uses both the physiological and behavioral characteristics of a person’s voice to create a unique voiceprint. The majority of these characteristics tend to be consistent over time, so they can be accurately measured under varying conditions. The system factors in background



noise, channel characteristics, and other environmental factors to ensure the highest quality results. The accuracy of BVM voiceprints is comparable to that of fingerprints. The system is highly tunable and configurable and while there are many factors that can impact the success of voiceprint verification, the system is typically tuned to be 95-99% accurate.

12. Describe the acceptable operating environment and any limitations imposed on the system due to external electrical or radio fields.

Nearly every electronic device is subject to radio frequency (RF) interference from external sources. Our electronic monitoring devices comply with FCC rules and other appropriate standards and regulations-meaning that they do not cause harmful interference, and that the product accepts and operates when subjected to interference, within FCC rules.

To reduce the likelihood of RF interference, base stations should be placed in a central room of the offender's house, about three feet off the floor, and away from windows, mirrors, appliances, metal cabinets, and shelves. Since radio frequency performance behaves differently house to house, the base station has minimum, average, and maximum range settings; a range check can be performed to determine the best setting for a particular house. Even with these precautions, possible (but rare) sources of RF interference include apartment buildings with a cell tower on top, government installations with RF jammers, nearby commercial TV and radio towers, and nearby helicopter landing pads.

#### C.9.b. TECHNOLOGY/EQUIPMENT

##### **General**

1. Describe and provide any product and service warranties which are not already specified in Section C of this RFP.

AMS covers everything for an unlimited time, except intentional damage or misuse. Please refer to the Appendix, Attachment 2 for all product warranty information.

2. Describe your policy for testing and re-certifying equipment.

AMS' policy is as follows:

- All devices are fully functionally tested and calibrated before being shipped to the customer.
- Any devices returned to AMS for any reason, including re-calibration or calibration, undergo the same fully functional test and calibration as a new unit before being shipped back to the customer.
- When hardware or software design changes are made, thorough testing is performed per the company's product development and software development processes, to ensure product performance continues to meet or exceed established standards. This

includes engineering/developer testing, quality assurance testing, system-wide integration testing, and final user-acceptance testing. Any changes that require formal recertification by various certifying bodies will undergo such testing.

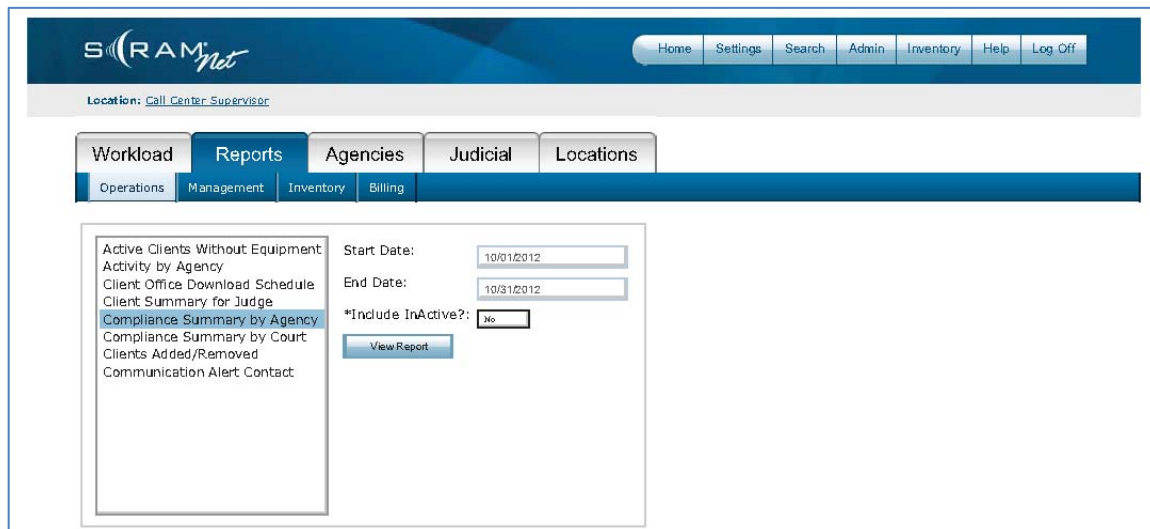
3. Provide instructions on how participants clean equipment and how the City should clean and sanitize equipment between participants.

Officers should clean the SCRAM GPS, House Arrest, and CAM bracelets/cases after each participant with a mild disinfectant (such as Sporicidin®). No alcohol-based cleaners should be used. SCRAM Remote Breath mouthpieces should be discarded after each offender.

Offenders should thoroughly clean the area around their SCRAM GPS, House Arrest, or CAM bracelet with soap and water when showering. Offenders should clean SCRAM Remote Breath mouthpieces with warm water and dish soap as required, and replace as needed.

4. Please provide a list and description of all of the standard reports available to the City and Participating Public Agencies. Additionally, what are Proposer’s capabilities to provide customized reports?

SCRAMNET provides a wide range of reports and graphs, such as a snapshot of a single non-compliance event or a comprehensive view of an offender’s behavior over time. It allows supervising authorities to customize and tailor reporting that best suits their needs, further helping to reduce officer workload through exception-based reporting. All SCRAMNET reports can be viewed online, printed, saved, and emailed, or downloaded as PDFs, Excel files, or Word documents.



Following is a listing of available reports. Examples have been included in the Appendix, Attachment 1.

## Alcohol Reports and RF Tracking Reports

**Daily Action Plan:** On a daily basis, agencies will receive a Daily Action Plan which contains an analysis of any violations and necessary actions pertaining to the previous day's activity.

In addition, an extensive number of reports can be generated in SCRAMNET, which includes consolidated reports for each offender on the system. Following is a listing of reports by category, as well as examples:

**Active Clients Without Equipment Report:** Lists all active offender who have no equipment assigned to them.

**Activity by Agency Report:** Supplies different alert summary numbers for positive, tamper, and equipment alerts for an offender during a specified date range.

**Client Office Download Schedule Report:** Lists all of the manual data upload days for each offender in an agency.

**Client Summary for Judge Report:** Supplies a summarized view of the offender's performance while on the SCRAM Systems equipment for the selected time period or date range.

**Compliance Summary by Agency Report (or Court):** Supplies the number of confirmed non-compliance events for a given period of time or date range.

**Clients Added/Removed Report:** Supplies the user with a list of offenders who have been added and removed from SCRAM Systems equipment during a specified period of time.

**Communication Alert Contact Report:** Provides the phone number for every offender who has had a "Critical Communications" or a "Communications" alert for a specified period of time.

**Usage by Agency Report:** Provides a quick view, by agency, of the number of new offender who have begun using SCRAM Systems equipment during a specific period of time. Usage reports can also be broken down by court.

**Electronic Monitoring Usage By Agency Report (EM customer only):** Provides offender change-in-status data for a given agency. This report can also be broken down by court or region.

**Monthly Service Level Report:** Grouped by agency, this report displays the number of offenders being electronically monitored as well as being monitored for alcohol consumption.

**Call Verification Summary Report:** Lists all offenders who have been designated for verification calls.

**MultiConnect Summary Report:** Sorted by agency and displays the number of days that a MultiConnect AW wireless device has been assigned to an offender.

**Current Inventory Report:** Sorts entire inventory by servicing location and status at the time the report is run.

**Equipment by Location Report** (Customers with locations activated only): For each servicing location in your organization, this report provides a snapshot of where bracelets and base stations are located. This report can also be broken down by region if necessary.

**Equipment by Status Report:** Improves the process of determining future orders, returns, and overall inventory status by listing the current equipment by status. It provides a unique point-in-time view regarding the number of bracelets and base stations.

**Inventory Tracking Report:** Assists as a checklist while conducting a physical inventory and verifying the status of all equipment. It can be sorted by device type and/or inventory status.

**Monthly Device Assignments Report:** Provides the necessary level of detail to reconcile the daily numbers that appear in the service-billing invoice sent to agencies each month. This report is available at the end of each month.

**Daily Billing Assignment Report:** Provides a running count of the number of bracelets assigned for any given day during the current month. At the end of each month, this report is regenerated as the Monthly Device Assignments Report.

**Client Summary for Court Report:** Provides a snapshot of the offender's program history for the specified time period. It allows the viewer to quickly review each offender's compliance.

**Client Summary Report:** Supplies a summarized view of all offender performance while on the SCRAM Systems equipment program for the selected time period.

**Usage by Location (or Region) Report:** Assists in evaluating if a program is being utilized as a viable sanction, as well as establish monitoring usage growth.

**Client Summary for Agency Report:** Lists all offenders in the agency, as well as the court and judge, in which each is associated for a selected time period or date range. In addition, "Positives" (alcohol alerts) and "Tamperers" are shown.

**Compliance Summary by Agent Report:** Supplies the number of confirmed non-compliance events for a given period of time or date range for a specific caseload.

**Agency Activity Report:** Displays the number of alerts generated by all offenders assigned to an agent/officer. The numbers recorded include:

- Existing – Alerts that were generated prior to the defined time period and were still unresolved at the end of the defined time period.
- Received – Alerts that were generated during the defined time period.
- Resolved – Alerts that were resolved during the defined time period.
- Unresolved – Existing and received alerts that were unresolved at the end of the defined time period.

**Usage by Agent Report:** Compiles the number of offenders started, added, inactivated, and ended for each agent (or caseload) in an agency.

**Electronic Monitoring Usage by Agency Report (EM usage only):** Provides offender change-in-status data for a given agency. This report can also be run by the court.

**EM Daily Summary Report:** This report, which contains schedule and event information for each offender in an agency on electronic monitoring, is auto-generated each morning and emailed to all designated individuals.

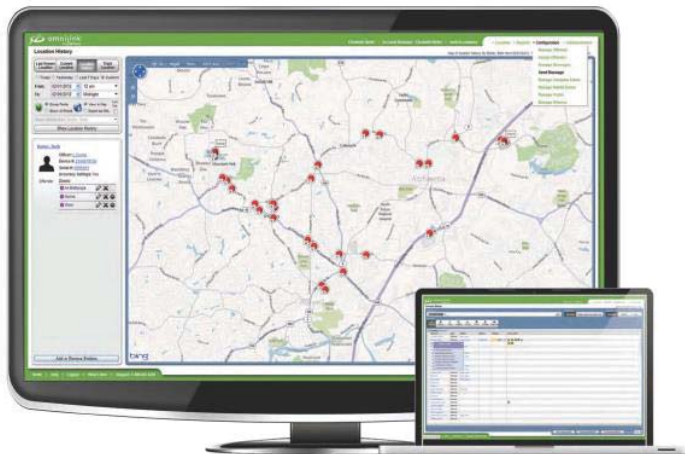
**Client Summary for Agent Report:** Lists details for all offenders assigned to the agent.

**Client Report:** Displays specific information for a single offender. This report is highly configurable using search filters, and can be customized to suit agency needs.

**Non-Compliance Report:** Combines all collected data related to an alcohol or tamper event.

**Client Compliance Report:** Compiles all offender compliance activity.

**EM Schedule Report (EM agency only):** Lists all of an offender's authorized leave windows for a given week.



## GPS Reports

Agencies have unlimited GPS reporting capability, allowing users to view, print or export a number of reports, which can include: movement, speed, alerts, stops, proximity, events, and messages. Users can also create canned reports to be delivered on an ongoing basis. The following list contains a description the types of reports available:

**Alert Report:** Gives the user a history of all the alerts associated with one or more offenders.

**Event Log Report:** Gives users a history of all alerts and events and a log of information for one or more offenders.

**Proximity Report:** Shows if an offender was in proximity of a particular address.

**Zone Activity Report:** Shows users when offenders enter/exits any zone to which they are assigned.

**Speeding Report:** Shows users when an offender exceeds the speed defined by the user during a specified period of time.

**Stops Report:** Allows users to view where and how long an offender stopped throughout a period of time defined by the user.

**Movement Report:** Shows a record of the offender's movement including stops, speed, and addresses associated with the offender's data.

**Device Report:** Shows a view of Active and Inactive devices.

**User Activity Report:** Determines user activity in FocalPoint

**Custom Reports:** Our flexible reporting engine allows for this at no charge.

## OffenderLink Voice Verification and Message Reporting Reports

The OffenderLink website gives agency users the opportunity to see the details of each and every appointment, notification attempt, and result. Reports can be run from the website and viewed online or exported into industry-standard XLS or PDF formats.

Standard static/historical reports include:

- **Caseload Report** – with a variety of configurable data fields and filters
- **Enrollment Report** – by hierarchy and month
- **Exit Report** – by hierarchy and month
- **Compliance Report** – by hierarchy and month
- **Site Usage Report** – with a variety of filters
- **Case Events** – offender specific sortable by type, date, etc.

- **Advanced Search-Based Reports**

Ad-hoc reports are available upon request.

5. What is your strategy for refreshing technology at no additional cost as technology improves?

For all rented equipment, AMS will provide upgrades and/or revisions for proposed products at no additional charge. All purchased equipment is subject to a \$100 charge in order to be upgraded.

6. Describe the various access levels in your computer system? Do you offer read only access?

Our systems allow a user to enter offender personally identifiable information (PII) data only. All data collected from the equipment is read only; it cannot be changed. A user can add notes or can add comments, but is never allowed to edit the data collected.

Our security levels are described as “roles.” If a role is allowed to work with a system feature, the individual can and will be allowed to see information and update only data that was entered by that role. All system-created or collected data is read only.

7. Describe the battery replacement procedures for the technologies offered.

**SCRAM CAM:** The battery can be easily replaced in the field with tools supplied by AMS. The bracelet is removed by breaking the tamper clip with shear cutters, and then loosening the two retaining screws using a T10 screwdriver. The bracelet buckle can then be loosened, allowing the bracelet to be slipped off the client’s ankle. The faceplate is removed, allowing the old battery to be removed and replaced with a new battery. The bracelet is reattached to the client’s ankle area using a new tamper clip.



**The battery can be easily replaced in the field.**

**SCRAM Remote Breath:** The battery can be easily replaced by removing two screws, replacing the old battery with the new battery, and then re-inserting the two screws.

**SCRAM GPS:** The rechargeable battery lasts approximately two years. The bracelet must be sent back to the manufacturer for replacement.

**SCRAM House Arrest:** The battery can be easily replaced in the field with tools supplied by AMS. The bracelet is removed by breaking the tamper clip with shear cutters, and then loosening the two retaining screws using a T10 screwdriver. The bracelet buckle can then be

loosened, allowing the bracelet to be slipped off the client's ankle. The faceplate is removed, allowing the old battery to be removed and replaced with a new battery. The bracelet is reattached to the client's ankle area using a new tamper clip.

Voice Verification: Not applicable.

8. Describe the motion detection system used in the bracelets. (C.3.a)

When there is no movement detected a "loiter" alert is generated. This can be set to generate after 24, 48, or 96 hours.

9. List charging time frames for all technologies offered.

SCRAM CAM: No charging required. The field replaceable battery lasts approximately three months

SCRAM Remote Breath: No charging required. The field replaceable battery lasts approximately one year.

SCRAM GPS: The device takes less than 90 minutes to charge. The rechargeable battery lasts at least 24 hours on a full charge.

SCRAM House Arrest: No charging required- field replaceable 1 year battery.

10. Describe any equipment you can offer for field workers to verify the location of Participants.

A free mobile application can be used by field workers, which provides the ability to track offenders in the field using their smartphones.

11. Please provide a list of cell providers used for the various equipment in Denver.

SCRAM GPS is certified on the Sprint® and Verizon® networks, as well as nine roaming partners. SCRAM House Arrest and CAM use the AT&T network for cellular capabilities.

12. Discuss any ability for crime correlation in the software system you offer?

The software provides the ability to see proximity of one or more offenders near any address at any time, which is useful for crime correlation. This allows for a secure transfer of crime or locations of interest data to be transferred for correlation with location information of participants. This process can be automated.

13. Discuss how your proposed solution utilizes mobile (iPad/Tablet) device access? If so, please describe the application and the security utilized.

The GPS mobile application is available at no cost for Blackberry®, iPhone®, iPad®, and Android™ devices. This allows management of offenders and alerts anytime, anywhere from



most smartphones or tablets. Authorized users must have a password to access the software via the application.

14. Detail your proposed solutions ability to accommodate Trunk Lines?

AMS uses T1 lines—or Trunk Lines—for our modem servers. We define a T1 as voice grade line that runs at 1.544 meg to accommodate 24 DS0 lines. Each DS0 line is able to accommodate a unique voice telephone call running at 64kbs (typically called a channel). We have 13 T1 trunks that are spread between Century Link and Level3 for redundancy and failover abilities. Our trunk lines are used in a M2M (machine to machine) manner. This is how a base station communicates to our communications server within our data center.

15. Discuss your solutions’ ability to cover multiple RF transmitters in group situations, such as, jails, motels, treatment facilities, shelters, dorms, etc.? Does this unit have a cell capability? Please detail this capability and include any limitations or benefits that have been identified using the cell phone option.

While AMS currently does not offer a solution to cover multiple RF transmitters in group situations, the capability can be developed if demand is such that it justifies an update to our product roadmap.

16. Does the system offer the ability to set and dispatch reminder calls? If so, please describe the types of calls offered and the entry requirements. Detail how this proposed solution has been used successfully.

SCRAM Remote Breath offers breath test reminders, which 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). Text reminders can also be programmed for automatic client notification when a test is missed. For positive tests, a secondary test is scheduled 20 minutes after the initial positive test is detected.

In addition, with SCRAM GPS, an officer can send an audible tone or vibration on-demand to the device through the software. Officers can use this functionality as notice to the offender that they have a low battery or need to call their officer/case manager. The beep or vibration does not stop until the client presses the acknowledgement button on the outside of the bracelet.

17. Does the online system proposed offer the ability to track payment information and case files on an individual participant basis?

No.

18. Does the online system provide for payment processing services such as credit card processing? Is it PCI compliant? Please discuss the process and the security incorporated in it? Also the City may just want the ability to use the system as a payment tracking system – discuss this usability and the benefits/liabilities involved in it.

While we have integrated with Netsuite in the past, we do not currently house an online system within our SCRAMNET software. SCRAMNET does provide for order entry and payment of credit card processing through our dedicated order/entry email address at [orders@alcoholmonitoring.com](mailto:orders@alcoholmonitoring.com). We also have the ability to process Merchant Services Accounts through our bank (U.S. Bank), which accepts Government Purchase Card or AAC/DoDAAC. For state and local organizations we also accept state- or local-issued credit cards (VISA, MC, AMEX).

19. Please describe the Lease/Rental/Ownership relationships proposed in the service plans being offered. Detail the benefits/liabilities of each plan for the consideration of the City and other Participating Public Agencies.

AMS offers flexible purchasing options to meet the differing needs of public agencies nationwide.

**Lease.** A lease option offers long-term economic benefits, as well as smaller startup costs. Agencies can own the units over a period of time.

**Rental.** There are no start-up costs with a rental option. While it is the most costly, there are also free technology upgrades.

**Ownership.** This is the most cost-effective option; however, there is a \$100 lifetime upgrade fee for technology, as well as initial startup costs/investment.

20. Describe any mapping functions available on Proposer's proposed equipment solution. How accurate or detailed is this function? Also detail how this function may be incorporated in the reporting being proposed.

The GPS software uses Microsoft Bing mapping and provides the following map functionality:

- Users can zoom in and out on any area on the map
- Users have the ability to play back location history of any device like a VCR—play, pause, stop, fast-forward, and rewind
- Users can monitor an unlimited number of participants
- System allows exporting of all tracking and reports
- Users have the ability to see an offender in real time or history with “bread-crumbling” of previous location points
- Users have to see proximity of one or more offenders near any address at any time, which is useful for crime correlation. This allows for a secure transfer of crime or locations-of-interest data to be correlated with location information of participants. The process can be automated

- The system has unlimited zones on the software for immediate analysis
- Users can see any or all offenders on the same map
- The system shows speed, stops, and movement
- The system can measure distances between any locations on the map, which can help pinpoint where someone is relative to a main road
- Users can print from the map or any report screen
- Users can scroll around the map with a computer mouse

### C.9.c. ALCOHOL MONITORING

1. Describe in detail the proposed monitoring software as it relates to the capabilities for Breath Alcohol Monitoring.

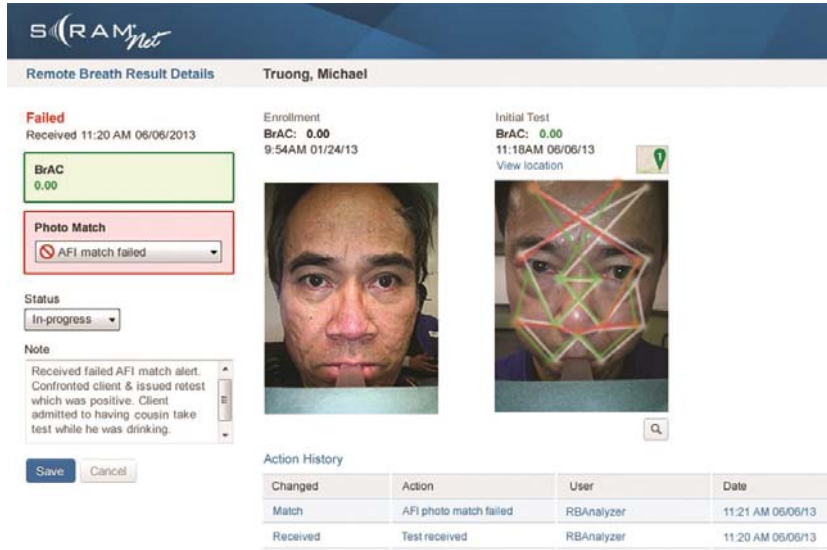
While SCRAM Continuous Alcohol Monitoring remains the first choice of courts and agencies for high-risk, repeat alcohol offenders, a need still exists for alcohol monitoring for lower-risk offenders.

SCRAM Remote Breath is a handheld, wireless breath alcohol device that can conduct scheduled, random, or on-demand testing. The technology is built to SCRAM Systems standards using leading evidential PBT (portable breath testing) technology. The device offers flexible notification options and can alert offenders audibly, by vibration, or via text to the remote breath unit when it's time to take a test. In addition, 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.

If a test is missed, the test is logged and the offender is notified of the missed test and instructed to immediately take a test. For positive tests, the offender will be prompted to complete a secondary test, which the agency can set to take place between 2 and 20 minutes after the initial positive test.

SCRAM Remote Breath is the first system of its kind to incorporate an automated facial mapping technology—not just photos—and a GPS location with every test. Known as Automated Facial Intelligence or AFI, the facial recognition system is the same used by international security forces. It scans and *confirms* each client's identity using high-resolution images taken with each breath test. This automated system substantially reduces the burden on agency staff to manually review and match hundreds and thousands of photos each day.

With embedded AT&T wireless and Assisted GPS technology, SCRAM Remote Breath can operate in any place where there is AT&T cellular coverage. Even in the absence of cellular coverage, SCRAM Remote Breath has on-board memory to store time-stamped results, which can then be reported upon reacquisition of cell coverage



**Automated Facial Intelligence (AFI)**  
 The first and only automated, intelligent bio confirmation system.

- **Automated Matching** – reduce manual review of photos by 90-95%
- **Scalable & Manageable** – significant reductions in the staff time required to confirm identities.

2. Describe the process for validating an alcohol event.

SCRAM Remote Breath is built to SCRAM Systems standards using DOT- and NHTSA-approved evidential fuel cell technology, which is found in most highway patrol PBT (portable breath testing) devices today. Unlike other remote breath testing products, AMS provides court support on positive tests and identification results when using SCRAM Remote Breath. To-date, Alcohol Monitoring Systems, Inc. has provided more court support on its alcohol monitoring technology than all other electronic monitoring vendors combined.

3. Describe the process for determining a tamper with the equipment.

SCRAM Remote Breath incorporates Automated Facial Intelligence and a GPS location with every test. The system uses the same facial recognition system used internationally by government security forces. The system scans and confirms each client’s identity on every high-resolution image taken with each breath test.

This government grade facial recognition software, coupled with a high resolution, 5 megapixel lens, ensures that if anyone other than the assigned offender takes the test, an alert is generated. Both the enrollment photo and failed AFI photo, along with BrAC and the GPS location, are sent to the officer via email or smart phone.

Other mobile breath systems require that someone manually review potentially thousands of photographs every week to ensure the right person is taking the test. With poor image quality and quick reviews, accuracy is greatly reduced. With AFI, approximately 95% of client images are automatically matched on the first test. If the system is unable to match the offender, SCRAM Remote Breath will tell the offender it was unable to determine a match and prompt the offender to take another test. This virtually eliminates the need for an officer to review photographs on compliant participants. With exception-based reporting, only tests that require

officer attention reach their desk, such as a positive BrAC, a missed test, or failed identification alerts.

4. Describe the BAC range offered in the alcohol monitoring equipment (C.3.a.17). Detail how this range may be enhanced or any barriers that may affect this equipment’s operation. Include in that description how this is reported to the end user.

SCRAM Remote Breath uses the same fuel cell and pump as the Lifeloc FC10 breathalyzer, which is made in the U.S. The fuel cell is DOT-conforming and NHTSA-approved as an evidential instrument. The Lifeloc FC10 is one of the most widely used breathalyzers by law enforcement and corrections officials today.

Upon blowing into the device, a positive identification is determined through Automated Facial Intelligence and a BAC unit of measure is provided from 0 to .600 BrAC.

5. What is the standard trans-dermal testing interval that is optimal for the proposed equipment? How does that change when alcohol is detected? Discuss the warnings that are generated and reports that may also be generated.

A study published in the *Journal of Forensic Science* (40(1):91-94 (1995) concluded that “Two-hour samples gave the best estimates” of accurate alcohol elimination rates. According to testimony from the Montana Director of the State Breath Alcohol Program, determining an accurate “absorption” or “elimination” rate of consumed alcohol becomes no more accurate by having the testing rate increase from 30 minutes to every 5 minutes or even minute. (From testimony in *State v. Miller*, 43 P. 3d 982 (Mont. 2001).)



**SCRAM CAM is the only CAM device on the market that the same proven sample delivery system used by law enforcement for many decades.**

SCRAM CAM is the only CAM device on the market that uses a controlled, quantifiable sampling method that draws a measured sample every 30 minutes. This is the same proven sample delivery system used in evidential breath testing equipment that has been the standard in law enforcement for many decades.

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. For example, SCRAM 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). A sensor-based system would generate an alert.

- These devices may require secondary tests to validate their results. For example, with a sensor-based system, an officer would have to travel to the offender’s location and complete a breath test before the results could be reliably submitted in court.

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

6. Are the receivers for the trans-dermal alcohol monitoring available in phone line and cell varieties? Please detail the availability of the receivers and how they function with either or both options listed.

The SCRAM CAM Base Station is the mechanism by which the data that is collected by the bracelet gets transmitted to AMS for analysis and reporting. The SCRAM CAM Base Station plugs into an analog or digital 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.

AMS offers wireless monitoring for those offenders without access to a home telephone line, cell phone, or even internet connectivity. The wireless device simply plugs into an electrical outlet, and the data will download daily at the scheduled time and upload directly to SCRAMNET.

#### C.9.d. GPS



1. In addition to the GPS System Specifications listed in paragraph C.2.c., describe your solution to this requirement and any additional components your product offers as they relate to the GPS requirement.

The SCRAM One-Piece GPS device uses the most proven one-piece ankle bracelet in the industry. This technology was the first to triangulate cell towers for indoor and impaired tracking, changing the GPS industry with its multiple location-based technologies. Its one-of-a-kind design, unlike any other in the industry, virtually eliminates intermittent strap disruptions that cause a high volume of false alerts with other systems. The mobile application is available at no cost for Blackberry, iPhone, iPad, and Android.

The single unit device is both the receiver of location information and the transmitter of status and location information. Unlike most other devices on the market, SCRAM One-Piece GPS uses Cell Tower Triangulation and AFLT (Advanced Forward Link Trilateration), as well as GPS and A-GPS location technologies. Cell Tower Triangulation and AFLT allow the unit to be located in GPS-impaired environments—car floorboards, buildings, buses, etc.—places that GPS alone does not work. AFLT triangulates utilizing ambient longitude and latitude data

advertised in the environment. This is the same technology Sprint and Qualcomm employ to know where people are when they dial 911 on a cell phone.

The device can give points in a configurable level of intensity (configured through the web interface). All profiles are tailored to meet the agency’s monitoring needs and budget guidelines. Every offender wears the same ankle bracelet, and the agency can change the level of monitoring intensity through a web interface. This allows for increasing or decreasing the intensity of monitoring in real time without interacting with the offender.

2. Describe the communication options your solution offers as related in section C.3.a 5 of this RFP.

An officer can send an audible tone or vibration to the device on-demand through the software. Officers can use this functionality to notify the offender that they have a low battery or need to call their officer/case manager. The beep or vibration does not stop until the client presses the acknowledgement button on the outside of the bracelet.

3. Describe the process for notification for participants of exclusion zones both known and unknown (C.3.a.15). Detail any levels of notification being offered, their benefits and when they would be set-off.

As with SCRAM alcohol and RF monitoring devices, the SCRAM One-Piece GPS device will not give the offender feedback when clearly in violation of the terms of their monitoring. By law, offenders are to be notified of exclusion zones when enrolled on GPS monitoring. Providing offenders notice that they are approaching these thresholds would provide them with information that could possibly be used to manipulate their conditions (such as lingering or parking just outside the limit of an exclusion zone).

4. Does the GPS equipment have the ability to switch to Radio Frequency mode in known locations, i.e. residence/place of employment? Please discuss this ability and how it may be used.

Yes. SCRAM GPS offers a beacon to enhance the system's reliability by tracking in previously problematic areas, such as high-rises and multi-unit apartments or where cellular coverage is unreliable. Using this RF functionality reduces power consumption, thereby extending the bracelet battery life for up to a week. The beacon is installed in the offender’s home, place of work, school, or other designated location. When the participant enters an area where a beacon is

located, the system switches modes from GPS tracking to traditional radio-frequency monitoring. When the person exits the beacon range, the system immediately reverts back to GPS mode. In addition, the system is the industry’s first to include “beacon location confirmation” and alerting, providing more accuracy than any other offender tracking system on the



**SCRAM GPS offers a beacon, which allows the ability to switch to Radio Frequency mode in specified locations.**

market.

5. Describe the GPS service plans offered in detail and how they meet the requirements of this RFP.

AMS offers one daily rate for *active*, *passive*, and *hybrid* monitoring. The device may be programmed remotely to transmit at any regular interval of 30 seconds or greater. Thus, allowing the City to select any mode (active, hybrid, or passive) that meets the needs of the offender and agency.

6. Discuss how your solution uses batteries, identifying the types of batteries used and when a transmitter battery is low and sends a notification, how long before the battery dies?

The device is configured to register a low battery status when the battery reaches 40%, or approximately 6.5 hours of power left. The system may also be configured to send this low battery alert via text, email, voice call, fax, or page to the City.

7. Explain the parameters that are used in setting up GPS exclusion/inclusion zones. Shapes, sizes, etc.

The software allows end users to create customized schedules and zones. The zone creation flexibility lets users easily create unlimited virtual zones of any size, shape, complexity, and type. In addition, users can create:

**Buffer zones:** Wrap buffer zones around exclusion zones to gain advance warning of violations

**Private zones:** Make high-profile offender home locations visible to select team members

**Company zones:** Make common off-limits locations transferrable to other offenders

**Exclusion zones:** Trigger an alert if offenders enter a forbidden place/location

**Mobile zones:** Turn a person into a traveling inclusion or exclusion zone

**Schedules:** Determine what days and times each zone will be in effect

**Inclusion zones:** Trigger an alert if offenders exit a place/location

8. Are there different levels in sounds volumes available on the GPS units? If so, how are those levels set? May these levels be affected remotely, if so how?

Agencies can elect to switch a unit to “vibrate” mode through the GPS software.

9. In the event of GPS blocking, how does the system generate an alert? What parameters are viewed by your solution as being “GPS blocking?”

If the signal is blocked or masked, an alert will be generated indicating there is a loss of GPS signal.



10. What types of GPS solutions are available in your equipment? Does your proposed solution have any training available for the end user to use? How is this training accessed? Are there any restrictions regarding this training? Is there any training available for the participant to use that discusses the barriers? Is this training available in Spanish or other languages?

SCRAM One-Piece GPS devices can be programmed to transmit at any regular interval of 30 seconds or greater. This allows agencies to select any mode—active, passive, or hybrid—needed for each particular offender.

Following is the GPS training offered by AMS:

**SCRAM One-Piece GPS Level 1 Training.** The SCRAM One-Piece GPS Level 1 Training course is intended for anyone who will manage GPS equipment or manage clients who are enrolled in the GPS program. The training objectives are to provide general knowledge of the technology, scientific principles of the technology (including barriers), software navigation, and all functional aspects of the hardware/equipment tasks. Level 1 Training can be done at AMS headquarters or at the agency site.

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

**Documentation.** The latest versions of all GPS documentation are available online to reference and download.

All training is done in English.

11. Does your solution offer a secondary bracelet/device that may be used by a victim? Please detail this option and how it may be used?

Yes. The victim can be given a secondary bracelet, which is associated with the offender's bracelet in the software. An exclusion zone is then implemented around the secondary device, providing notification to the victim if the offender's bracelet enters that zone.



#### C.9.e. RADIO FREQUENCY (RF)

1. Describe the phone technologies/companies that the RF units are compatible with. Include detailing phone technologies/companies that the RF units are not compatible?

Built to work with today's home communications systems, SCRAM House Arrest is optimized to work on DSL, Vonage, cable telephone modems, or standard telephone service (POTS). For those households having Internet only, the SCRAM House Arrest Base Station hosts an Ethernet port, which can be plugged into any home Internet router. If neither phone nor Internet service are available, the system has a

cellular option. Currently there are no known technologies/companies that are not compatible with SCRAM House Arrest.

2. What is the receiver battery life in C.4.b.1? Discuss the batteries used and how they are changed.

The receiver battery lasts at least 3 years under typical usage. Receivers must be sent back to AMS for battery replacement.

3. When a transmitter battery is low and sends a notification, how long before the battery dies?

It will post a low battery message seven days prior to battery failure, allowing sufficient time for the battery to be replaced.

4. Detail how events are stored on the RF receiver unit while it is operating on battery power? (C.4.b.5) Discuss what is affected by a low battery power.

The receiver operates normally when on battery power, assuming the home phone line is still active. No functionality is lost. The receiver can operate without AC power for 48 hours.

If the communications link between the receiver and the central computer system is disrupted, the receiver is capable of storing 7,650 EM events, which equates to several weeks of data.

The SCRAM House Arrest Base Station contains a back-up battery and will function up to 48 hours during a power outage with a fully charged battery, storing messages in its non-volatile memory. When electrical power is restored, the base station will switch back to main power and an “AC Power Restore” message will be called into SCRAMnet and notified per procedures.

#### C.9.f. PROGRAM/POLICY

1. Proposer’s training program:

- Describe Proposer’s training program that is included as a part of proposal pricing;

All initial SCRAM CAM training is provided and included at no additional cost. In addition the initial training, all training and written documentation is available online.



**SCRAM CAM Level 1 Training.** The SCRAM CAM Level 1 Training course is intended for anyone who will manage SCRAM CAM equipment or manage clients who are enrolled in the SCRAM Systems Program. The training objectives are to provide website set-up procedures,

client and inventory management, and all functional aspects of the hardware/equipment tasks. Topics covered in SCRAM CAM Level 1 Training include:

- Initial SCRAMNET set up
- Client enrollment
- Equipment maintenance
- Data interpretation
- Inventory management
- Equipment assignment and installation
- Alert management
- Reporting

***SCRAM CAM Field Operations Training.*** SCRAM CAM Field Operations training is designed for staff that installs all SCRAM CAM equipment on clients and performs other field-related tasks. Covered in this training are:

- Equipment and client management
- Managing alerts in SCRAMNET
- Equipment maintenance activities
- Bracelet/base station replacement
- Battery replacement
- Faceplate replacement
- Strap replacement
- Tampering
- Data interpretation

***Online Training.*** Online SCRAM CAM training is accessible from the SCRAMNET Help page at any time, at no additional cost.

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

***Documentation.*** The latest versions of all 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 Systems Operations Guide – Facilitates management of an efficient SCRAM Systems Program.

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

## GPS Training Curriculum

All initial SCRAM GPS training is provided and included at no additional cost. In addition to the initial training, all training and written documentation is available online.

***SCRAM One-Piece GPS Level 1 Training.*** The SCRAM One-Piece GPS Level 1 Training course is intended for anyone who will manage GPS equipment or manage clients who are enrolled in the GPS 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 this training include:

- GPS Basics- How GPS Works, GPS Tracking, Impaired Location Tracking, SCRAM GPS System
- Getting Started- Log on to FocalPoint Website, Site Navigation, Initial Setup, Switch Views, Website Map Features
- Offender Setup – Select Rate Plan, Enroll Offender, Create Offender Zones, Create Zone Schedules, Set Notification Parameters, Install SCRAM GPS Device
- Offender Monitoring Using FocalPoint Website – Determine Offender’s Last Known Location, Determine Offender’s Current Location, View Offender’s Location History, Replace GPS Device, Add Officer to Notification List
- Offender Monitoring using FocalPoint Mobile – Entry Screen, Offender Data, Offender Location Options
- GPS Inventory Management – Move SCRAM GPS Devices From One Company to Another, Return Equipment
- GPS Alert Management – Notification Alerts, Process Alerts Using FocalPoint Website, Process Alerts Using FocalPoint Mobile
- SCRAM GPS Reports

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

***Documentation.*** The latest versions of all GPS documentation are available online to reference and download.

## **SCRAM House Arrest Training Curriculum**

All initial SCRAM House Arrest training is provided and included at no additional cost. In addition to the initial training, all training and written documentation is available online.

***SCRAM House Arrest Level 1 Training.*** The SCRAM House Arrest Level 1 Training course is intended for anyone who will manage SCRAM House Arrest equipment or manage clients who are enrolled in the SCRAM Systems Program. The training objectives are to provide general knowledge of the technology, website set-up procedures, and all functional aspects of the hardware/equipment tasks. Topics covered in SCRAM House Level 1 Training include:

- History of electronic location monitoring
- Electronic location monitoring ecosystem
- Equipment maintenance
- SCRAM House Arrest client management
- Equipment assignment and installation
- Alert/event management
- Reporting

***SCRAM House Arrest Field Operations Training.*** SCRAM House Arrest Field Operations training is designed for staff that installs all SCRAM House Arrest equipment on clients and performs other field-related tasks. Covered in this training are:

- Equipment and client management
- Managing HA alerts in SCRAMNET
- SCRAM House Arrest agency set up
- Equipment maintenance activities
- Bracelet/base station replacement
- Battery replacement
- Faceplate replacement
- Strap replacement
- Tampering

***Online Training.*** Online SCRAM House Arrest training is accessible from the SCRAMNET Help page at any time, at no additional cost.

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

**Documentation.** The latest versions of all SCRAM House Arrest 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 Systems Operations Guide – Facilitates management of an efficient SCRAM Systems Program.
- Quick Sheets – Stand-alone procedures that provide step-by-step directions to assist with SCRAM House Arrest equipment tasks, such as equipment set up, equipment replacements, and manual data uploads.

### **SCRAM Remote Breath**

All initial SCRAM Remote Breath training is provided at no additional cost. In addition to the initial training, all training and written documentation is available online.

**SCRAM Remote Breath Level 1 Training.** The SCRAM Remote Breath Level 1 Training course is intended for anyone who will manage SCRAM Remote Breath clients who are enrolled in the SCRAM Systems Program. The training objectives are to provide website set-up procedures, client monitoring actions, and all functional aspects of the hardware/equipment tasks. Topics covered in SCRAM Remote Breath Level 1 Training include:

- SCRAM Remote Breath agency set up
- Client enrollment and management
- Test scheduling requirements
- Device assignment
- Battery replacement
- Alert/event management

**Online Training.** Online SCRAM Remote Breath training is accessible from the SCRAMNET Help page at any time, at no additional cost.

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

**Documentation.** The latest versions of all SCRAM Remote Breath 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 regularly maintained. Help features and functionality include:

- SCRAM Systems Operations Guide – Facilitates management of an efficient SCRAM Systems Program.
- Quick Sheets – Stand-alone procedures that provide step-by-step directions to assist with SCRAM Remote Breath equipment tasks, such as equipment setup, equipment replacements, and device check in.

### **Voice Verification/Tracking and Message System**

Fieldware will provide all OffenderLink training. A typical training regimen includes:

- Onsite, half-day program, with hands-on instruction
- Follow-up webinar training as needed, typically, a session 30 to 45 days after the initial training
- Comprehensive and customized user documentation that is given to all participants

All initial and ongoing training is included at no cost.

2. Describe your solution’s quality assurance program and any performance assurances it includes. Discuss any certifications (i.e. ISO 9001:2008) that you may hold.

***ISO Certified.*** AMS is ISO compliant. The certification, which involves an arduous, multi-phase certification audit, is based on the ISO global standard for quality management systems. The certification means that AMS has achieved the highest global standards for the design, development, and management of AMS the company, as well as its products and services. The standards are published by the Switzerland-based ISO.

# CERTIFICATE

**TUV Rheinland of North America, Inc.**  
1300 Massachusetts Avenue, Suite 103, Boxborough, MA 01719



Hereby certifies that

## **Alcohol Monitoring Systems, Inc.**

**1241 Mineral Avenue, Suite 200  
Littleton, CO 80120**

has established and applies a quality management system for

### **The Design, Development and Management of Alcohol Monitoring Systems, Products and Services**

An audit was performed and documented in Report No 3557.  
Proof has been furnished that the requirements according to

#### **ISO 9001: 2008**

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of  
ISO 9001: 2008 requirements may be obtained by contacting TRNA.

Certificate Registration No.

**74 300 3557**

Certificate Effective Date  
**June 12, 2012**

Certificate Expiration Date  
**June 11, 2015**

Revised 8/21/2012  
Certification Decision Date 6/12/2012



*Lusi Greenleaf*  
Certification of Management Systems

AMS maintains a Quality Manual, which is designed to accomplish the ongoing company goal to provide quality products from a company that stands behind its work. The manual defines Alcohol Monitoring Systems' policies of a dynamic Quality Management System, based on the ISO 9001:2008. A copy of this manual is available for review upon request.

**Quality Policy.** AMS is committed to providing the highest quality products, programs, and services to our customers by:

- Consistently meeting or exceeding our customers' expectations for product quality and performance



- Providing timely delivery of products, programs, and services to meet our customers' requirements
- Continually improving our processes and systems
- Ensuring our personnel are properly trained so they are better able to serve our customers.\

***Growth. Quality. Innovation. Teamwork.*** AMS employees have identified growth, quality, innovation, and teamwork as the most critical factors to our continued success in the alcohol testing industry.

- ***Growth.*** Creating a robust pipeline in the corrections industry and exploring opportunities beyond, including healthcare, employee assistance programs, private treatment, and other markets.
- ***Quality.*** Quality employees creating quality products and delivering quality service—that's what distinguishes AMS from others in the marketplace.
- ***Innovation.*** Continuously enhancing current products, while creating the next generation and beyond. A commitment to innovation will enable AMS customers to have the most reliable and cost-effective alcohol-testing solutions available.
- ***Teamwork.*** People are the foundation of a great company. AMS believes in its people, and its people believe in the AMS mission. Employees are eager to help each other overcome obstacles and celebrate achievements.

3. Describe your solution's problem escalation process as it relates to the requested product lines of this RFP. Detail the role of the City in this process and the successful proposer.

A customer can log a complaint by:

- Calling the AMS Support Line 24/7/365. The caller may pick from a menu of products/services, but can log a complaint about any product through any of our menu options. In other words, they are not required to hit 3 for GPS to log a GPS issue.
- Emailing [Support@alcoholmonitoring.com](mailto:Support@alcoholmonitoring.com)
- Calling or emailing their Data Analyst directly
- Calling or emailing their Account Manager directly

All complaints are logged (in Salesforce.com) and are escalated to a manager distribution group. Each complaint is then followed up on and has to be closed by a manager once the issue has been resolved. Notes and actions are documented as part of each case.

4. How are the City's complaints measured and categorized? What processes are in place to know that a problem has been resolved?

AMS categorizes complaints based on type and logs the case using that category. For example, equipment, staff, etc. Complaints are all considered high priority.

The loop is closed on all complaints to ensure appropriate actions are taken and the customer is notified of the resolution. If a complaint has a broader audience (for example, a product defect) it is also tracked through our CAPA (Corrective and Preventive Action) process, which includes a companywide focus on the issue. Individual complaints about a broader issue are still managed through a Salesforce.com case, but the CAPA issue is tracked at a higher level and has the visibility of the Executive and Management teams across the company.

5. Describe your company's investment in technology and service programs for the present and the future and how Participating Public Agencies may benefit.

AMS is constantly committed to the continued development of cutting edge technologies. While other companies are still utilizing technology developed over 10 years ago, AMS has spent millions in the last three years on the research and development of four new technologies that are offered within this proposal. AMS continues to expand beyond North America to the U.K., Australia, and New Zealand. Our technologies are developing and improving in order to meet the ever-increasing needs of correctional agencies, courts, and communities.

6. Describe the capacity of your company to keep the product and service offerings current and ensure that latest products, services, standards and technology for (Participant Monitoring Products, Services and Solutions) as well as any cost savings ideas you may have as they relate to these services and products.

AMS strives to keep each of our product categories updated with the latest in alcohol detection and location monitoring technology. In the last three years alone, AMS has invested millions the research and development of four new technologies that are offered within this proposal.

7. Describe how Proposer's pricing structure may be created and the factors that are taken under consideration for such a structure.

AMS takes many items into consideration when developing its pricing models, including such as training, consumables, manufacturing and upgrade costs, and customer service. We constantly evaluate our internal costs to ensure that the customer is receiving the best possible product at the lowest possible price.

8. Describe how a participant's pricing structure could be developed. This pricing structure is to be for the City to consider as it creates the structure for its participants?

AMS encourages a sliding scale pricing based on a participant's income and ability to pay.

9. How do you handle multiple accounts/agencies from the same entity? For example these services may be used by the courts, the police department or human services. Each of these departments is responsible for their budget so the invoice needs to reference that specific entity while going to a centralized AP. What happens when the wrong account is credited for a specific payment?

Our software is customizable and can accommodate an unlimited number of accounts within one site. Billing can be separated as needed. Should the wrong account be credited, it will be corrected immediately upon notification.

## **SCRAM Continuous Alcohol Monitoring™ WARRANTY SERVICE AND REPAIR COVERAGE**

### **1 GENERAL**

Subject to the terms and conditions of the Products and Services Agreement ("Agreement"), Agency shall have the option to purchase or rent SCRAM Continuous Alcohol Monitoring ("CAM") Products and Services from Alcohol Monitoring Systems, Inc. ("AMS") to monitor and enforce compliance by Clients who are subject to alcohol treatment and/or home detention programs solely in the Territory specified within the Agreement.

### **2 WARRANTIES**

**2.1 Service and Repair Policy.** For CAM Equipment rented directly from AMS and so long as Agency (i) pays to AMS the Equipment Rental Fee and (ii) installs the CAM Equipment in accordance with AMS' instructions, AMS will provide the necessary service and repair for the CAM Equipment, at AMS' expense, to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the SCRAM Monitoring Daily Operations Guide.

**2.2 Exclusions from Service and Repair Policy.** The above policy does not cover CAM Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure by Agency to comply with the operating and maintenance instructions set forth in the SCRAM Monitoring Daily Operations Guide; (iii) servicing of the CAM Equipment by anyone not previously authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the CAM Equipment as contemplated under the Agreement or (v) use of Parts in the repair of the CAM Equipment that have not been approved in writing by AMS for use in the Products.

**2.3 Sole Remedy.** In the event of a breach of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective CAM Equipment by AMS.

## **SCRAM House Arrest™ WARRANTY SERVICE AND REPAIR COVERAGE**

### **1 GENERAL**

Subject to the terms and conditions of the Products and Services Agreement ("Agreement"), Agency shall have the option to purchase or rent the SCRAM House Arrest™ ("House Arrest") Equipment, purchase related Parts, and receive Monitoring Services from Alcohol Monitoring Systems, Inc. ("AMS") to enable Agency to monitor and enforce compliance by Clients who are subject to home detention programs solely in the Territory specified within the Agreement.

### **2 SERVICES – HOUSE ARREST EQUIPMENT MAINTENANCE**

AMS and Agency shall establish a routine maintenance program designed to keep the House Arrest Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for (i) collecting any House Arrest Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a Return Merchandise Authorization (RMA) Number from AMS. Such maintenance program shall not cover House Arrest Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any House Arrest Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

### **3 WARRANTIES**

**3.1 Service and Repair Policy.** For House Arrest Equipment rented directly from AMS and so long as Agency (i) pays to AMS the Equipment Rental Fee and (ii) installs the House Arrest Equipment in accordance with AMS' instructions, AMS will provide the necessary service and repair for the House Arrest Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the SCRAM House Arrest Daily Operations Guide.

**3.2 Exclusions from Service and Repair Policy.** The above policy does not cover House Arrest Equipment that is obtained from sources outside of AMS or is 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 House Arrest Daily Operations Guide; (iii) servicing of the House Arrest Equipment by anyone not previously authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the House Arrest Equipment as contemplated under the Agreement; or (v) use of Parts in the repair of the House Arrest Equipment that have not been approved in writing by AMS for use in the Products.

**3.3 Sole Remedy.** In the event of a breach of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective House Arrest Equipment by AMS.

**SCRAM One-Piece GPS™**  
**WARRANTY SERVICE AND REPAIR COVERAGE**

**1 GENERAL**

Subject to the terms and conditions of the Products and Services Agreement ("Agreement"), Agency shall have the option to rent SCRAM One-Piece GPS™ ("GPS") Equipment, purchase related Parts and receive Monitoring Services from Alcohol Monitoring Systems, Inc. ("AMS") to enable Agency to acquire and track geophysical information regarding its Clients solely in the Territory specified within the Agreement.

**2 WARRANTIES**

**2.1 Monitoring Software.** AMS warrants to Agency that the GPS Monitoring Software will operate in substantial conformity with the applicable documentation provided by AMS. For any breach of this warranty, Agency's sole and exclusive remedy and AMS' sole and exclusive liability shall be (i) for AMS or its third party suppliers to correct any reported failure in the GPS Monitoring Software causing a breach of this warranty, or (ii) If AMS or its third party suppliers are unable to correct the breach within thirty (30) days, Agency may receive a refund of all Fees paid for the affected GPS Equipment(s) to AMS for the time period of the failure.

**2.2 AMS Obligations – GPS Equipment.** All GPS Equipment shall be deemed accepted upon delivery. For all GPS Equipment rented by Agency from AMS, AMS will replace defective GPS Equipment at no cost to Agency (excluding shipping) so long as Agency remains in compliance with the payment terms in the Agreement. For all GPS Equipment purchased by Agency from AMS, AMS will replace defective GPS Equipment at no cost to Agency (excluding shipping) for a period of one year from date of purchase. After the one (1) year warranty period, AMS will repair defective GPS Equipment for a refurbishment fee in the amount of \$300 per device. Refurbished GPS Equipment has a warranty of ninety (90) days. These replacement and repair obligations exclude any damage to the GPS Equipment caused by misuse, mishandling, abuse, accident, or other damage caused by Agency, its Customers or their Clients. All returns for replacement shall be accompanied by a Returned Merchandize Authorization (RMA) Number obtained from AMS prior to shipment.

**SCRAM Remote Breath™  
WARRANTY SERVICE AND REPAIR COVERAGE**

**1 GENERAL**

Subject to the terms and conditions of the Products and Services Agreement (“Agreement”), Agency shall have the option to purchase or rent SCRAM Remote Breath (“Remote Breath”) Products and Services from Alcohol Monitoring Systems, Inc. (“AMS”) to monitor and enforce compliance by Clients who are subject to alcohol monitoring programs solely in the Territory specified within the Agreement.

**2 SERVICES**

**2.1 Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Remote Breath Equipment in good repair, working order and condition in accordance with AMS’ then-published specifications, including calibrating the Remote Breath Equipment on a no less than annual basis. AMS is not responsible for Agency’s failure to adequately or timely calibrate the Remote Breath Equipment

**2.2 Equipment Calibration.**

**2.2.1 Self-Calibration.** Agency may elect to perform its own calibration using calibration equipment purchased from AMS. In those instances where Agency elects to self-calibrate the Remote Breath Equipment, Self-Calibration Kits are available for purchase from AMS and will include calibration gas that will be shipped to Agency in non-refillable, non-returnable cylinders, and which shall become Agency’s sole property. Agency will handle, use, and dispose of such cylinders in compliance with all applicable federal, state, and local laws, rules, regulations, and other legal requirements; and shall indemnify and hold AMS harmless from and against any and all legal proceedings and damages it may suffer if Agency breaches these obligations.

**2.2.2 AMS Calibration.** Agency may elect to have AMS calibrate the Remote Breath Equipment by completing a Return Material Authorization and paying the Unit Calibration Fee.

**2.2.3 Calibration Options.** For quality assurance purposes, Agency’s only options hereunder are to self-calibrate using the Self Calibration Kits from AMS or to return the Remote Breath Equipment for calibration by AMS.

**2.3 Equipment Limitations.**

**2.3.1 Automated Facial Recognition.** The Remote Breath Equipment, working with the Monitoring Software, includes automated facial recognition software. This software is provided “as is” with no warranty, express or implied, and AMS makes no guarantee as to the accuracy or ability of this software to reliably determine matching and non-matching Client photos, or to detect circumvented tests. AMS makes no claims about the suitability or fitness of using this software for any particular court, agency, or Client, and it is recommended for increased accuracy that Agency manually review the pictures associated with each test.

**2.3.2 Wireless/ Cellular Service.** While AMS provides the AT&T data network coverage as a part of its Services for the Remote Breath Equipment, AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when the AT&T data network is not available.

**3 WARRANTIES**

**3.1 Service and Repair Policy.** For Remote Breath Equipment rented directly from AMS and so long as Agency (i) pays to AMS the Equipment Rental Fee and (ii) utilizes the Remote Breath Equipment in accordance with AMS’ instructions, AMS will provide the necessary service and repair for the Remote Breath Equipment, at AMS’ expense, to enable it to function with the Monitoring Software in a manner substantially in accordance with the SCRAM Remote Breath Quick Reference Guide.

**5.2 Exclusions from Service and Repair Policy.** The above policy does not cover Remote Breath Equipment that is obtained from sources outside of AMS, is calibrated using equipment not purchased from AMS, or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure by Agency to comply with any operating and maintenance instructions including those specified in the SCRAM Remote Breath Quick Reference Guide; (iii) servicing of

the Remote Breath Equipment by anyone not expressly authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Remote Breath Equipment as contemplated under the Agreement; or (v) use of Parts in the repair of the Remote Breath Equipment that have not been approved in writing by AMS for use in the Products. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed to water. Remote Breath Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the Lost Unit Replacement Fee.

**5.3 Sole Remedy.** In the event of a breach by AMS of the above service and repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Remote Breath Equipment by AMS.



**Exhibit B**

**(Exhibit on Following Page)**

## SCRAM GPS (Active, Passive and/or Hybrid)

Quantity	Equipment Rental Rate/Day	Monitoring Rate/Day
0 - 49	\$3.00	\$0.90
50 - 99	2.97	0.80
100 - 299	2.94	0.70
300 - 749	2.92	0.60
750 - 1,499	2.90	0.50
1,500 - 2,999	2.90	0.40
3,000+	2.80	0.30
Quantity	Equipment Purchase Price	Monitoring Rate/Day
0 - 49	\$725	\$3.06
50 - 99	695	2.97
100 - 299	680	2.88
300 - 749	660	2.81
750 - 1,499	640	2.73
1,500 - 2,999	620	2.65
3,000+	610	2.57

## SCRAM Remote Breath (Alcohol Monitoring)

Quantity	Equipment Rental Rate/Day	Monitoring Rate/Day
0 - 49	\$0.93*	\$2.50
50 - 99	0.93*	2.45
100 - 299	0.93*	2.35
300 - 749	0.93*	2.20
750 - 1,499	0.93*	2.10
1,500 - 2,999	0.93*	2.05
3,000+	0.93*	1.98

\* Equipment Rental Daily Rate is based on \$340 yearly lease price due at the time of rental. Agency has the option to rent month-to-month at \$55/month (\$1.80/day) with a three (3) month minimum.

## SCRAM House Arrest - Landline (Radio Frequency Tracking)

Quantity	Equipment Rental Rate/Day	Monitoring Rate/Day
0 - 49	\$0.84	\$1.25
50 - 99	0.83	1.20
100 - 299	0.80	1.18
300 - 749	0.77	1.16
750 - 1,499	0.77	1.16
1,500 - 2,999	0.76	1.15
3,000+	0.76	1.15

## SCRAM House Arrest – Internet Based (Radio Frequency Tracking)

Quantity	Equipment Rental Rate/Day	Monitoring Rate/Day
0 - 49	\$0.84	\$1.25
50 - 99	0.83	1.20
100 - 299	0.80	1.18
300 - 749	0.77	1.16
750 – 1,499	0.77	1.16
1,500 – 2,999	0.76	1.15
3,000+	0.76	1.15

## SCRAM House Arrest - Cellular (Radio Frequency Tracking)

Quantity	Equipment Rental Rate/Day		Monitoring Rate/Day
	SCRAM House Arrest	MultiConnect Wireless	
0 - 49	\$0.84	\$0.59	\$2.00
50 - 99	0.83	0.59	1.95
100 - 299	0.80	0.56	1.93
300 - 749	0.77	0.52	1.91
750 – 1,499	0.77	0.52	1.91
1,500 – 2,999	0.76	0.52	1.90
3,000+	0.76	0.52	1.90

## SCRAM CAM (Continuous Alcohol Monitoring)

Quantity	Equipment Rental Rate/Day choose one)		Monitoring Rate/Day
	SCRAM w/Base Station	SCRAM Bracelet Only	
0 - 49	\$2.30	\$1.80	\$4.40
50 - 99	2.16	1.74	4.05
100 - 299	2.05	1.64	3.55
300 - 749	2.03	1.61	3.52
750 – 1,499	2.00	1.61	3.50
1,500 – 2,999	1.97	1.57	3.48
3,000+	1.90	1.54	3.45

Quantity	Equipment Purchase Price		Monitoring Rate/Day
	SCRAM w/Base Station	SCRAM Bracelet Only	
0 - 49	\$1,500	\$1,200	\$4.40
50 - 99	1,350	1,160	4.05
100 - 299	1,300	1,040	3.55
300 - 749	1,300	1,040	3.52
750 – 1,499	1,300	1,040	3.50
1,500 – 2,999	1,300	1,040	3.48
3,000+	1,275	1,020	3.45

## SCRAM CAM w/House Arrest (Continuous Alcohol Monitoring)

Quantity	Equipment Rental Rate/Day	Monitoring Rate/Day
0 – 49	\$2.30	\$4.40
50 – 99	2.16	4.05
100 – 299	2.05	3.55
300 – 749	2.03	3.52
750 – 1,499	2.00	3.50
1,500 – 2,999	1.97	3.48
3,000+	1.90	3.45
Quantity	Equipment Purchase Price	Monitoring Rate/Day
0 - 49	\$1,500	\$4.40
50 - 99	1,350	4.05
100 - 299	1,300	3.55
300 - 749	1,300	3.52
750 – 1,499	1,300	3.50
1,500 – 2,999	1,300	3.48
3,000	1,275	3.45

## SCRAM CAM w/ House Arrest - Cellular (Continuous Alcohol Monitoring)

Quantity	Equipment Rental Rate/Day		Monitoring Rate/Day
	SCRAM w/Base Station	MultiConnect Wireless	
0 - 49	\$2.30	\$0.59	\$5.15
50 - 99	2.16	0.59	4.80
100 - 299	2.10	0.56	4.65
300 - 749	2.03	0.52	4.50
750 – 1,499	2.00	0.52	4.40
1,500 – 2,999	1.97	0.52	4.30
3,000+	1.90	0.52	4.20
Quantity	Equipment Purchase Price		Monitoring Rate/Day
	SCRAM w/Base Station	MultiConnect Wireless	
0 - 49	\$1,500	\$400	\$5.15
50 - 99	1,450	385	4.80
100 - 299	1,400	375	4.65
300 - 749	1,350	360	4.50
750 – 1,499	1,325	350	4.40
1,500 – 2,999	1,300	345	4.30
3,000+	1,275	340	4.20

## OffenderLink Biometric Voice Monitoring\* (Voice Verification)

Usage Days	Price Per Usage Day
0 -2,500	\$1.00
2,500+	0.90

\*This program is agency pay only. Minimum fees for this program are \$500 per month when combined with other OffenderLink programs. When implemented on its own, a \$2,500 per month minimum will apply.

## OffenderLink Automated Telephone Reporting\* (Voice Verification)

Usage Days	Price Per Usage Day
0 -30,000	\$0.135
30,001-77,499	0.12
77,500+	0.11

\*This program can be implemented as agency pay or offender pay. Minimum fees for this program are \$500 per month when combined with other OffenderLink programs. When implemented on its own, a \$2,500 per month minimum will apply.

## OffenderLink Automated Notification System\* (Voice Verification)

Monthly Volume	Price Per Utilization
0-1,499	\$1.50
1,500-4,999	1.10
5,000-8,499	1.05
8,500+	1.00
Unsuccessful Notifications	0.25

\*This program is agency pay only. Minimum fees for this program are \$500 per month when combined with other OffenderLink programs. When implemented on its own, a \$1,000 per month minimum will apply.

## OffenderLink Random Test Notification\* (Voice Verification)

Usage Days	Price Per Usage Day
0 -5,500	\$0.45
5,501-10,000	0.35
10,001+	0.30

\*This program is agency pay only. Minimum fees for this program are \$500 per month when combined with other OffenderLink programs. When implemented on its own, a \$2,500 per month minimum will apply.

## OffenderLink Certified Provider Access\* (Voice Verification)

Usage Days	Price Per Usage Day
0 -30,000	\$0.10
30,001-77,499	0.08
77,500+	0.07

\*This program is agency pay only. Minimum fees for this program are \$500 per month when combined with other OffenderLink programs. When implemented on its own, a \$2,500 per month minimum will apply.

## Additional Pricing Incentives or Rebates

Detailed below are any additional pricing incentives or rebates that may be available to Participating Public Agencies.

AMS offers a lease-to-own option with various terms and conditions based on current interest

**Exhibit C**

**(Exhibit on Following Page)**

