

**AGREEMENT FOR MONITORING EQUIPMENT AND SERVICES
FOR ESCAMBIA COUNTY CORRECTIONS (PD 17-18.009)**

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Alcohol Monitoring Systems, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 30-0137963, whose principal address is 1241 West Mineral Avenue, Suite 200, Littleton, CO 80120.

WITNESSETH:

WHEREAS, on January 8, 2018, the County issued a Request for Proposals (PD 17-18.009) seeking a qualified firm to provide secure continuous remote alcohol monitoring (SCRAM) equipment and services for the County's Department of Community Corrections; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to provide such offender tracking services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of SCRAM equipment and monitoring services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope of Work.** Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "Secure Continuous Remote Alcohol Monitoring Equipment Services for Escambia County Corrections," Specification No. P.D. 17-18.009, attached hereto as **Exhibit A**, and excerpts from Contractor's proposal, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.
3. **Rates and Fees.** During the term of this Agreement, monitoring equipment may be purchased by the County on an as-needed basis at the following rates: \$1,500 for SCRAM CAM and base station set; and \$1,200 for SCRAM CAM bracelet. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

For monitoring services, Contractor shall charge a daily monitoring fee of \$4.05 per unit/ per day. Contractor shall be responsible for payment of all applicable taxes and fees assessed by any governmental entities.

4. **Purchase Orders.** The County shall issue written purchase orders to the Contractor on an as-needed basis. The items shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. The County shall not be under any obligation to purchase a minimum quantity of units or pay a minimum monitoring fee during the term of this Agreement. The Contractor shall only be entitled to payment for services rendered and equipment ordered pursuant to a purchase order.

5. **Method of Billing.** Contractor may request payment from the County on a monthly basis by the submission of a properly executed invoice detailing the name of each enrollee and all fees for services charged for each enrollee pursuant to this Agreement. The invoice shall be accompanied by any relevant supporting documentation required by the County. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Invoices shall be sent to the following address:
Escambia County Community Corrections
Attn: Finance
2251 North Palafox Street
Pensacola, Florida 32501

6. **Term.** The initial term of this Agreement shall commence upon the date last executed and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year renewal terms. Either party may provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years.

7. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

8. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any

and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. **Insurance.** The Contractor is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies; and
- (b) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. **Notice.** Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Alcohol Monitoring Systems, Inc.
Attention: Michael liams
1241 West Mineral Avenue, Suite 200
Littleton, CO 80120

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. **Public Records.** The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

16. **Assignment of Agreement.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

19. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: *Angela Coker*

By: *Jack R. Brown*
Jack R. Brown, County Administrator

Date: *4/17/19*

Witness: *Judy H. Witterstauber*

**CONTRACTOR: ALCOHOL MONITORING
SYSTEMS, INC.**

By: *Michael Iiams*
Michael Iiams, CEO

Date: *3/14/18*



Attest: *[Signature]*
Corporate Secretary

[SEAL]

Witness: *Yvonne Baruch*
Contract Administrator

Approved as to form and legal sufficiency.

By/Title: *[Signature]*
Date: *3/13/18*

Witness: *Michael Mach*
CFO Mike Machens

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

**Secure Continuous Remote Alcohol Monitoring Equipment and Services for
Escambia County Corrections**

SOLICITATION NUMBER PD 17-18.009

RESPONSES WILL BE RECEIVED UNTIL: 2:00 PM CST, January 25, 2018

**Office of Purchasing, Room 11.101, 213 Palafox Place 2nd Floor, Pensacola, FL
32502 Matt Langley Bell III Building
Post Office Box 1591 Pensacola, FL 32597-1591**

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Douglas Underhill
Steven Barry
Grover Robinson, IV

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-495-4980) at least five (5) working days prior to the solicitation opening

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



**Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia
County Corrections
PD 17-18.009
Request for Proposals**

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PART I GENERAL INFORMATION

All submittals to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Submittals of proposals may be mailed to 213 Palafox Place, 2nd Floor Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.009, "Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections," "Name of Submitting Firm," "Time and Date due".

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each submitter shall be responsible for his submittals being delivered on time as the County assumes no responsibility for same. Submittals received after the time set for solicitation closing will be rejected and returned unopened to the submitter.

Escambia County is a political subdivision of the State of Florida. It is governed by an independent elected five members Board of County Commissioners. The Board is elected by single member District vote for staggered terms. In Addition, the County has five Constitutional Officers, each elected by county-wide vote. The five Constitutional Officers of the County are: the Property Appraiser, the Sheriff, the Supervisor of Elections, the Clerk of the Circuit Court and the Tax Collector.

The Board appoints a County Administrator to administer the affairs of the County. In addition, the Board appoints a County Attorney to render legal advice to the Board of County Commissioners.

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from lobbying as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the blackout period as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

1-1 PURPOSE

The Board of County Commissioners of Escambia County, FL is searching for a company that can provide the Escambia County Community Corrections department with continuous, remote alcohol monitoring services.

Submittal of a proposal and qualifications shall be designed to portray how Proposers can best fulfill the services required by the County while also providing the best value to the County.

1-2 Narrative

The Escambia County Community Corrections department currently has seventy-four (74) CAM style monitoring bracelet Model #00777 alcohol monitors in use through Alcohol Monitoring Systems, Inc. The estimated number of monitoring days in a calendar year are 7,437 days.

During the period of award, the department expects to purchase approximately eight (8) new alcohol monitoring units per year to replace old units and/or increase the number of units available for use. Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown in the solicitation for informational purposes only. It is understood by all Proposers that these are only estimated quantities and the County is not obligated to purchase any minimum or maximum amount during the life of any agreement resulting from this solicitation.

If the Proposer recommends a change in product from CAM style monitoring bracelet Model #00777 to something equivalent or better, the proposer must clearly list the initial cost of replacing the existing units and any software/hardware changes required.

Each Proposer shall clearly list the cost of monitoring per unit/per day and the cost of each new monitoring unit to be purchased over and above any proposed initial purchase.

1-3 SCOPE OF SERVICES

The Contractor/Provider shall provide equipment which can be utilized for secure, continuous remote alcohol monitoring twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The Contractor/Provider shall be capable of providing Escambia County Community Corrections with secure, effective alcohol monitoring equipment, with an emphasis on accuracy and public safety.

The monitor equipment shall:

- A. Be an ankle-worn monitor which provides for testing of an offender with no officer involvement.
- B. Provide continuous offender accountability and results that allow for intervention quickly and effectively.
- C. Be a monitor that contains intelligent tamper schematics and uses transdermal science to test for alcohol, and measures alcohol as it evaporates through the skin.
- D. Be inclusive of data storage, real-time controls, live monitoring, continuous updates and support services, and shall be fully supported by twenty-four (24) hour monitoring services and staff.

The Contractor/Provider shall:

- A. Consistently provide all applicable systems and equipment (software and hardware) required for the service delivery of innovative secure continuous remote alcohol Monitoring Services.
 - 1. The equipment shall be currently registered and approved by the Federal Communications Commission (FCC), as applicable; and,
 - 2. The equipment shall not be available as an open market item, as this could compromise or jeopardize the security of the system. It shall also be the latest equipment and technology in use and provided by the Contractor/Provider.
- B. Provide secure, continuous remote alcohol monitoring equipment and services that meet the highest level of market safety standards.
 - 1. Monitoring equipment and service must present no health or safety hazards to staff or offenders.
 - 2. Monitors must have the capability to confirm noncompliance, in that it must be able to both verify an obstruction as well as the consumption of alcohol. The secure, continuous remote alcohol monitoring equipment shall ensure that if an offender tampers with the equipment or fails to comply with any rules of the secure, continuous remote alcohol monitoring service, that the proper notifications will be generated for offenders and staff, and they will

ensure that a live person can respond to any questions regarding notifications.

- C. Provide the following reports immediately upon request, i.e., Violation Reports, Daily and Monthly Usage Reports, Offender Reports, Equipment/Inventory Reports, and any reports deemed necessary by Escambia County Community Corrections.
- D. Pay all costs associated with shipping (delivery and return).
- E. The Contractor/Provider shall provide twenty-four (24) hour technical support, seven (7) days per week, including all holidays, via telephone or email.
- F. Provide on-site training for Escambia County Community Corrections staff as needed.
- G. Ensure that qualified personnel are available to provide expert testimony as requested or subpoenaed, at their expense. They shall also notify Escambia County Community Corrections immediately of any testimony or subpoenas associated with Escambia County Community Corrections.

1-4 Revisions:

The County may suggest revisions to this Scope of Service, highlighting or de-emphasizing certain facets or activities, as the County's priorities emerge and new information becomes available.

PART II INFORMATION REQUIRED FROM SUBMITTERS ALL RESPONSES SHALL INCLUDE THE FOLLOWING:

2-1 FORMAT AND CONTENT

The County discourages overly lengthy and costly responses; however, in order for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Responses shall include the complete name and address of the Proposing firm, and the name, mailing address, and telephone number of the person the County should contact regarding the submittal of RFP response. Provide one (1) paper copy and one (1) complete submittal on flash-drive or Compact Disc (CD).

2-2 REQUIREMENTS

The following information regarding the Proposer's qualifications shall be submitted.

The Proposer must be organized for the purpose of providing secure continuous remote alcohol monitoring equipment and services and must have previous experience with proven effectiveness in providing such services for agencies of similar size and scope. The Proposer must offer a secure continuous remote alcohol monitor with a patented

interferent detection system that guards against false positives. The proposer shall provide the following:

- A. A narrative description of how the Proposer will deliver the requested services. This narrative shall include:
 - 1. A complete description of equipment to be utilized, care and handling instructions, warranty information, false-positive history, and the average life-span for monitors (based on Proposer's experience with the product).**
 - 2. Cost per ankle monitor unit (equipment acquisition).**
 - 3. Daily cost of Monitoring each unit (per unit/per day)**
 - 4. Training plan for staff.**
 - 5. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.****

- B. Provide specific information concerning the Proposer's experience in the services specified in this RFP, preferably within the State of Florida. Current examples of secure continuous remote alcohol monitoring services should be submitted as references.**

- C. Names and qualifications of personnel to be assigned to this project.**

- D. The Proposer must provide policies and procedures relative to security of employees and background checks.**

- E. Include a detailed list of any requirements the Proposer will have of the County to provide, along with a detailed justification for the requirement.**

- F. Provide a sample device for review. Size and ease of utilization are important aspects that must be taken into account. Having a physical representation of the proposed equipment is necessary to determine if the monitor unit meets the needs of the County.**

PART III SELECTION PROCESS AND CRITERIA FOR SELECTION PROCESS

The proposal review process will be initiated through the Selection Review Committee. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and award of the agreement April 5, 2018.

The criteria used to determine the best value to the County are as follows:

| Criteria | Weight |
|--|------------|
| Meets the Needs of the County | 25 |
| Cost * | 25 |
| Experience and Certifications | 25 |
| Demonstrated ability to provide secure continuous remote alcohol monitoring equipment utilizing transdermal alcohol readings, 24-hours per day, 365 days per year; measuring alcohol consumption at all levels; tamper-detection; a patented interferent detection system that guards against false positives. | 25 |
| Total Possible Score | 100 |

* Cost shall to be presented in RFP responses in the following manner:

- Monitoring Cost Per Unit/Per Day: _____
- Cost of purchasing replacement units throughout agreement: _____
- Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units: _____

The Escambia County Community Corrections department will estimate usage over the life of the agreement and determine the best value for the County.

RESPONSIBILITIES OF THE NEGOTIATION COMMITTEE

- A. Upon the opening of the sealed proposal(s), Escambia County Community Corrections department will review each proposal for responsiveness and cost tabulations.
- B. The Negotiation Committee will meet to discuss the proposals and costs in detail. The Negotiations Committee will rank the firms using the criteria on page 8.
- C. Based on the decision of the Committee, a recommendation will be taken to the Escambia County Board of County Commissioners for discussion and approval of the selection of an alcohol monitor and service provider on April 5, 2018.

PART IV SCHEDULE

The following schedule is proposed and shall be adhered to in so far as practical in all actions related to this procurement:

| Event | Scheduled Date |
|---|-------------------------------|
| Public Notice | January 8, 2018 |
| Final Date for Questions | January 16, 2018 |
| Responses to Questions | January 17, 2018 |
| RFP Responses Due | 2:00 PM CST January 25, 2018 |
| Short-List Meeting | 10:00 AM CST January 31, 2018 |
| Discussions/Ranking Meeting | 10:00 AM CST February 9, 2018 |
| 1 st Negotiations | 2:00 PM CST February 28, 2018 |
| 2 nd Negotiations (If Necessary) | 2:00 PM CST March 9, 2018 |
| Recommendation to BCC | April 5, 2018 |

All questions shall be directed to:

**Jeffrey Lovingood
Purchasing Specialist
Telephone (850) 595-4953
Email: JDLovingood@myescambia.com**

PART V CONTRACT TERM / RENEWAL / TERMINATION

- A. The contract resulting from this RFP shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.**

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release purchase orders against the term contract on an "as needed" basis.**
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.**
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.**
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.**
- F. The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.**



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 18, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.009 Secure Continuous Remote Alcohol Monitoring Equipment

All:

We recently sent you a Request for Proposals on the above-mentioned specification.

This Addendum Number 1 provides for the updates to the schedule of events as indicated below, as well as answers to questions which follow on the next page(s).

| Event | Original Date | New Date |
|---|-------------------|-------------------|
| Public Notice | January 8, 2018 | N/A |
| Final Date for Questions | January 16, 2018 | N/A |
| Responses to Questions | January 17, 2018 | January 18, 2018 |
| RFP Responses Due | January 25, 2018 | February 01, 2018 |
| Short-List Meeting | January 31, 2018 | February 07, 2018 |
| Discussions/Ranking Meeting | February 9, 2018 | February 16, 2018 |
| 1 st Negotiations | February 28, 2018 | March 08, 2018 |
| 2 nd Negotiations (If Necessary) | March 9, 2018 | March 13, 2018 |
| Recommendation to BCC | April 5, 2018 | Same |

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

SIGNED: Jeffrey Lovingood v.p.

COMPANY: Alcohol Monitoring Systems

Acknowledgement of Receipt of Addendum:

JDL

Question 1: Reference *RFP Section 1-2 Narrative, p.3*. "The Escambia County Community Corrections department currently has seventy-four (74) CAM style monitoring bracelet Model #00777 alcohol monitors in use through Alcohol Monitoring Systems, Inc. The estimated number of monitoring days in a calendar year are 7,437 days."

Is it correct to extrapolate that the average quantity in use is about 20 units? (7,437 Mon. days / 365 Days = 20.4 avg units).

Answer 1: Historically this has been the case, however we have recently experienced a dramatic increase in utilization of the units by the judiciary. As of December 2017, we had 62 units in use, 1,526 monitoring days' total.

Question 2: Reference *RFP Section 1-2 Narrative, p.3*. "...clearly list the initial cost of replacing the existing units and any software/hardware changes required." Please clarify if the winning vendor would be required replace all 74 units considering that on average 21 or less units are in use at any given time.

Answer 2: We would not expect the vendor to replace the units, but the County must know what their cost would be to replace their currently utilize stock (please refer to the previous question related to the 21 or less units in use).

Question 3: If the agency desires to buy 74 units, but on average only 21 units are in use at any given time, please clarify why the vendor must cost justify the additional 50 units.

Answer 3: Please see previous clarifications.

Question 4: If it is determined that vendors should not provide 74 CAM bracelets but rather a lesser amount that is closer to the agencies average usage, would the County consider modifying the quantity on the pricing page that must be procured and activated at the beginning of the contract?

Answer 4: Please see previous clarifications.

Question 5: In the event that the County currently rents or leases the CAM units, please provide the following:

- The quantities being leased
- The terms of the lease agreement
- The current daily rate the County is paying for alcohol monitoring devices
- The current daily rate the County is paying for monitoring services

Answer 5: Units currently in use or available for use are owned by the County.

Question 6: In the event that the County currently owns the CAM units, please provide the following:

Answer 6: The quantities currently owned by the County: 74 units

- The terms of the purchasing agreement: The CAM Set Bracelet & Base Station cost at our last purchase was \$1,500.00 each.
- The current daily rate the County is paying for alcohol monitoring devices: \$4.05/per unit per day
- The current daily rate the County is paying for monitoring services: Monitoring is currently handled by County staff and there is no additional charge related to utilization of the monitoring platform (website)

Question 7: Please provide a copy of the current contract with the incumbent vendor.

Answer 7: There is no contract currently in place as the services have previously been provided utilizing the County's competitive quote process since the expenditure was not over the \$50,000 threshold.

Question 8: Please provide the rates for equipment and monitoring services used.

Answer 8: The current CAM daily monitoring fee is \$4.05/per day. When required for the offender there is an Ethernet daily monitoring fee of \$0.50.

Question 9: Please provide the product names and model numbers of all alcohol monitoring products currently in use.

Answer 9: CAM style monitoring bracelet Model #00777 provided through Alcohol Monitoring Systems, Inc.

Question 10: Please confirm that County staff will install and remove devices.

Answer 10: Yes, this is correct.

Question 11: What is the annual expenditure/cost to the County for equipment and monitoring services currently in use?

Answer 11: Our projected cost for monitoring and equipment during the current fiscal year is \$78,000. We are not anticipating the purchase of any additional equipment with our current vendor.

Question 12: Please confirm that vendors can propose alternate solutions within the proposal. For example, may vendors propose breath alcohol devices?

Answer 12: While the County will not reject the additional information, the County is not looking to alter their utilization of secure remote continuous alcohol monitoring at this point in time. This type of unit has been selected by the County due to its ease of use by the offender.

Question 13: Reference *RFP Part III Selection Process and Criteria for Selection Process, p. 7*. "Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units". Please confirm that pricing should include 74 CAM type monitoring devices.

Answer 13: Yes, that is correct. The County is aware that models vary by vendor.

Question 14: Reference *RFP Part II – 2-2 Requirements F, p. 6*. "Provide a sample device for review." Please confirm that the sample device requested is for analysis purposes only and not required to be functional.

Answer 14: Yes, that is correct.

Question 15: Please confirm that the County would consider replacing all 74 current SCRAM CAM devices with another type of CAM device made by another company.

Question 15: Yes, the County is open to utilization of new equipment.

Question 16: Please confirm if the County is able to engage in sales type lease arrangements.

Answer 16: The County has the ability to enter into a lease agreement.



Response to 2.2 Requirements

A. A narrative description of how the Proposer will deliver the requested services. This narrative shall include:

1. A complete description of equipment to be utilized, care and handling instructions, warranty information, false-positive history, and the average life-span for monitors (based on Proposer's experience with the product).
2. Cost per ankle monitor unit (equipment acquisition).
3. Daily cost of Monitoring each unit (per unit/per day)
4. Training plan for staff.
5. Timeline with detailed step-by-step plans for ramping up to full operation once a Notice to Proceed is issued.

Equipment Overview

The SCRAM CAM device is the most widely-used and the only scientifically-proven and court-validated CAM device available today. SCRAM CAM has an unrivaled record of court admissibility and peer-reviewed research when compared to any other CAM system on the market. SCRAM CAM:

- Never requires a secondary test, such as a breath or blood test, to confirm a drinking event.
- Is independently tested and has peer-reviewed, published studies confirming its reliability.
- Has been upheld as valid and reliable by the Daubert, Frye, and FRE 702 and 703 standards of admissibility in every state where it's been challenged.
- Uses a controlled, quantifiable sample, resulting in true continuous monitoring and the lowest false positive rate possible. Competing devices do not use this testing protocol, making their devices simply sensors that are susceptible to environmental factors causing false positives and/or may require a secondary test.



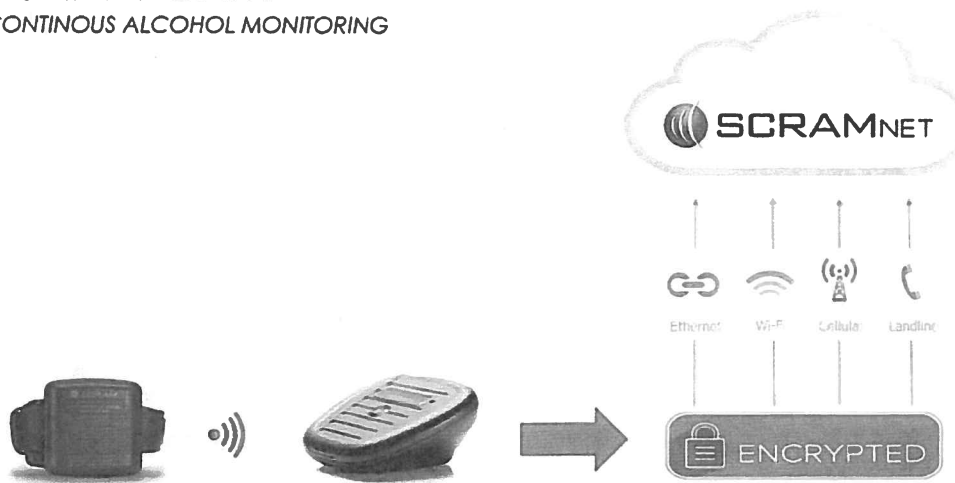
The bracelet transmits data via a wireless RF signal to the SCRAM Base Station. It is optimized to communicate via a standard telephone line, over cellular, or via home Internet using an Ethernet port or Wi-Fi connection.

Designed specifically for alcohol monitoring programs where abstinence is required and house arrest may also be needed, SCRAM CAM provides supervising authorities with a fact-based, comprehensive profile of higher-risk clients' alcohol consumption and curfew compliance. The result is a much more reliable and cost-effective alternative to random breath testing or incarceration, making it an intensive accountability tool.





The patented SCRAM CAM ankle bracelet is attached to the client with a durable and anti-tamper strap. It is worn 24/7 by the client and monitors for alcohol consumption by sampling the insensible (gaseous) perspiration constantly being emitted from the body. In addition, SCRAM CAM has optional house arrest capabilities, allowing it to monitor a client's compliance with curfew and schedule restrictions. Please see page 21 for SCRAM CAM monitoring technical specifications.



The bracelet transmits data by RF signal to the SCRAM Base Station. When data is received by the base station, it is sent to the monitoring software by telephone landline, Ethernet, Wi-Fi, or cellular communication. SCRAMNET Optix is the web-based application managed by SCRAM Systems where client data is collected, analyzed, and maintained in a secure, central location. The software notifies the supervising authority of any alcohol alerts, tamper alerts, or equipment malfunctions so they can respond quickly to problem clients. This central information hub not only houses all client data but allows courts and supervising agencies to access and manage their data from any web-based browser. In addition, SCRAMNET Optix provides a wide range of reports and graphs—from a snapshot of a single event to a comprehensive view of a client's behavior over time.



Continuous Alcohol Monitoring. Because people excrete approximately one percent (1%) of the alcohol they drink through their sweat, if an individual has been drinking it will show up in the level of alcohol vapor present in the insensible perspiration that is constantly produced and emitted by the skin. The SCRAM CAM ankle bracelet continuously collects a sample of a client's insensible perspiration and tests the sample every 30 minutes, 24 hours a day.



SCRAM CAM provides the industry's only true 24/7 sobriety monitoring, ensuring that authorities know conclusively if a client has been drinking or if they are compliant with the conditions of their supervision.

Transdermal testing measures the concentration of ingested alcohol present in the insensible perspiration that is constantly produced and emitted by the skin. The device automatically collects samples of insensible perspiration from the client's skin, tests the sample, and transmits the results to a central source for analysis—requiring no effort on the part of the client or County staff.

Memory. The SCRAM Base Station can hold up to a month's worth of data (about 7500 messages) and the transmitter can hold 160 days of events. All messages are date and time stamped. These messages are stored in non-volatile memory and remain there even if the battery goes completely dead. This equates to about 48 tests per day, or 1,440 tests per month. All messages are time-stamped and stored in its non-volatile memory, so that the messages are never lost.

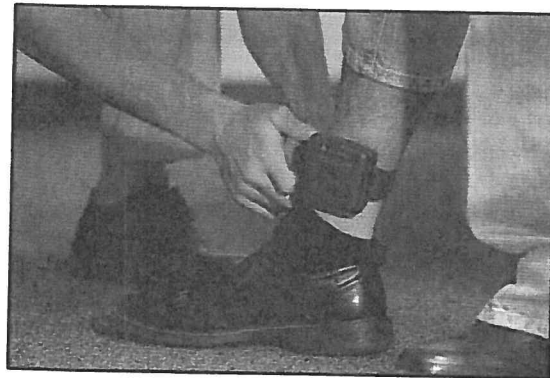
Data can also be retrieved using the SCRAM CAM Direct Connect device. This enables the supervising authority to connect the SCRAM CAM bracelet directly to an Internet-enabled computer without the need for the SCRAM Base Station and phone line.

Battery Life. The bracelet uses a Lithium CR2, disposable battery with a 90-day life in use. No charging by the client is required. The bracelet will post a low battery message seven (7) days prior to battery failure, allowing sufficient time for the battery to be replaced.

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

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

Maintenance and Calibration. SCRAM Systems performs all equipment maintenance, including recalibration, to ensure proper working order. The standard policy is to bring devices back once per year for recalibration. This is done by issuing a "Scheduled Maintenance" RMA at the



The patented SCRAM CAM ankle bracelet transmitter is attached to the offender's ankle with a durable, anti-tamper strap. It monitors alcohol consumption 24/7.



time the device is due. There is no charge to the County.

Monitoring Software

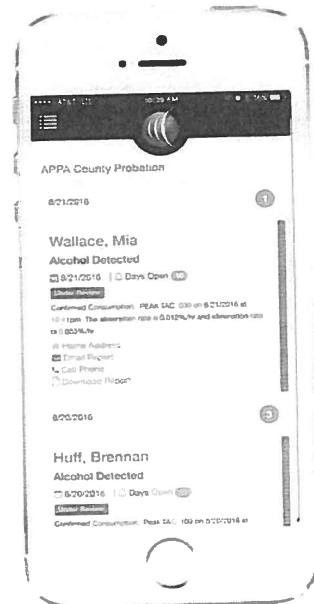
Convenient 24/7 Access. All SCRAM Systems devices are monitored by SCRAMNET Optix, the web-based software application managed by SCRAM Systems. SCRAMNET Optix is accessible 24/7 via any web-enabled device. Officers can enroll clients, adjust device settings, enter/edit schedules, select notification methods or parameters, manage inventory and quickly assess detailed caseload information at-a-glance via device and status indicators. Authorized County personnel can do the following through the web-based software application:

- View information about the client, including—but not limited to—personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.
- Enroll/edit/remove clients without calling the monitoring center.
- Create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for clients when using RF/House Arrest monitoring.
- Determine which violations/events must trigger notifications and by what means the notifications must be sent to County personnel.
- Set up notification to be sent to County personnel.
- Customize and tailor reporting that best suits their needs, further helping to reduce officer workload through exception-based reporting.
- Inventory management.

Mobile App. SCRAM Systems offers SCRAMNET Mobile, an easy-to-navigate mobile application. With client profile information at their fingertips, officers in the field can access priority alerts such as confirmed drinking events and tampers, view client addresses, and call clients right from their mobile device.

Alert Notification. Once detected by the monitoring software, all CAM-related violations (drinking events, tampers, obstructions, communication alerts, and environmental contaminants/alcohol) are confirmed by SCRAM-certified analysts. This ensures that alert notifications are valid, so that no additional follow-up testing or examinations—such as a blood, breath, or urine—are needed in order to confirm drinking events.

The system can distinguish between alcohol consumption and environmental contaminants (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as bars, bakeries, beauty





salons, and barber shops). All confirmed alcohol violations are automatically date- and time-stamped, and sent to supervising authorities each morning via the communications method and medium chosen by the County. A Daily Action Plan (DAP) is emailed each morning showing which clients had specific violations.

Court Documentation and Testimony. SCRAM CAM continues to be validated in court hearings across the country. To date, an SCRAM Systems expert witness has participated in 130 evidentiary-level hearings in 30 states, with 32 of the hearings resulting in a Frye, Daubert, or hybrid ruling. As part of the 130, three State Supreme and Appellate Court rulings have been made in favor of SCRAM CAM and subsequent monitoring results.

Care Instructions

Prior to installation, officers should clean devices using one of the following approved cleaning agents:

- Sporidicin® Disinfectant (USA)
- Windex® Multisurface Disinfectant Cleaner (yellow Windex)

Clients should clean the SCRAM CAM Bracelet each day as a part of a shower, using mild soap, rinsing thoroughly, and patting dry.

Warranty

All rented equipment is under warranty with the AMS (the manufacturer) for the life of the contract. Please see Attachment 1 on page 18 for a copy of our warranty.

Accuracy/False Positives

SCRAM CAM uses a controlled, quantifiable sample, resulting in true continuous monitoring and the lowest false positive rate possible. Competing devices do not use this testing protocol, making their devices simply sensors that are susceptible to environmental factors causing false positives and/or may require a secondary test. SCRAM CAM is single source admissible and can conclusively distinguish between ingested and environmental alcohol to ensure accurate monitoring. This is possible due to our testing protocol, which incorporates the following:

Controlled, quantifiable sample delivery system. SCRAM CAM is the only CAM device on the market that uses a controlled, quantifiable sampling method—collecting every second—to create a measured sample every 30 minutes. This is the same proven type of sample delivery system used in evidential breath testing equipment that has been the standard in law enforcement for decades. The controlled, quantifiable sample delivery method, combined with SCRAM Systems' patented method of "contaminant isolation" allows SCRAM CAM to distinguish between environmental and ingested alcohol. No other product can make this claim.



The sample delivery method results in a quantifiable Transdermal Alcohol Concentration (TAC) curve, with specific alcohol absorption and elimination rates. The contaminant isolation method allows SCRAM CAM to measure the level of environmental or ambient alcohol prior to each transdermal alcohol measurement, indicating if a test has been contaminated. When combined, these approaches ensure results of the highest confidence with the lowest false positive rate possible.

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

- **Greater susceptibility to environmental false alerts.** SCRAM CAM can distinguish between alcohol consumption and environmental contaminant alcohol-based products (such as lotion, cologne, and spilled alcohol), or environmentally-based alcohol (such as that found in bars, bakeries, beauty salons, and barber shops). Because other devices cannot do this, false positives are frequently generated.
- **The need for secondary tests to validate their results.** For example, an officer would have to travel to the client’s location and complete a breath test before the results could be reliably submitted in court.

Also, because insensible (gas) perspiration is continuously being collected by the bracelet between each 30-minute sample, SCRAM CAM is truly a continuous transdermal alcohol monitoring device.

- ▀ *Other transdermal devices may claim to be “testing” more frequently; but, without a controlled quantifiable sample, these devices are far more likely to generate false positives. SCRAM CAM uses a controlled and quantifiable sample with each and every test—making it the only truly continuous transdermal alcohol monitoring device on the market.*

Proven Electrochemical Fuel Cell Technology. The electrochemical fuel cell, which is the heart of the SCRAM CAM bracelet, has been proven through decades of research and experience and is considered the gold standard in alcohol testing applications. This is the same type of fuel cell used in evidential breath testing equipment and interlock devices and it is comprised of extremely sensitive and ethanol-specific alcohol sensors.

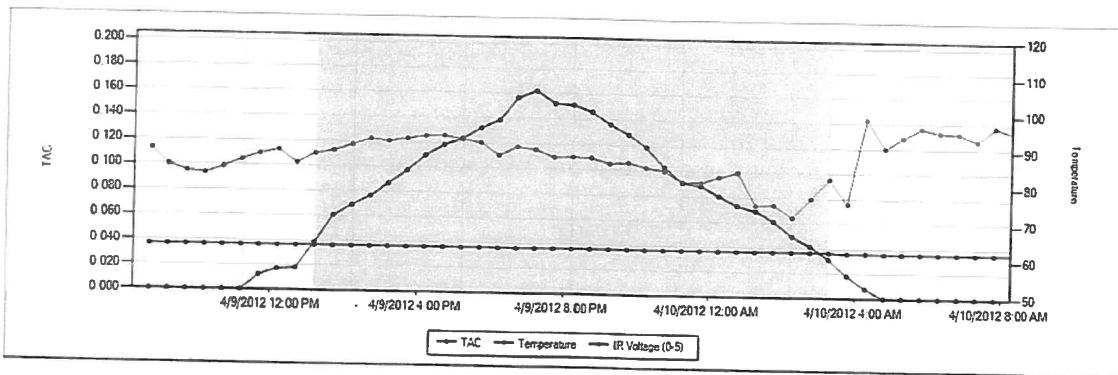
- ▀ *With a 99.3% daily compliance rate, SCRAM CAM is not only a deterrent to drinking, but is saving correctional agencies time and money with exception-based reporting and accurate, reliable equipment.*

Thorough Data Analysis and Review Process. All data received from the SCRAM CAM bracelet is

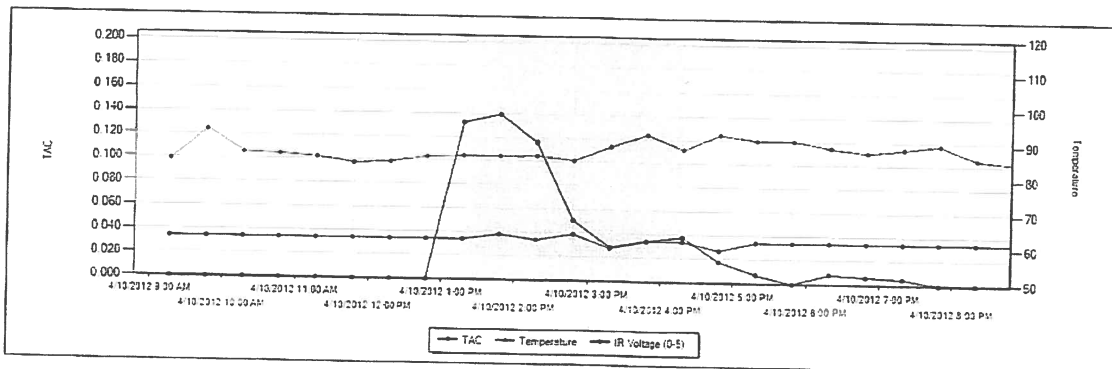


subjected to a rigorous, scientific alcohol detection analysis. This review process, supervised by SCRAM Systems' specially trained team of analysts, looks at key data (such as alcohol absorption and elimination rates) of the TAC curve. This peer-reviewed, scientifically proven, and court-validated confirmation process ensures that only true alcohol consumption events are confirmed.

- **Confirmed Alcohol Consumption.** SCRAM CAM readings and analysis is based on the well-documented and scientifically-proven metabolism rate for consumed alcohol. Data from a drinking event shows a gradual increase in alcohol levels over time, achieves a maximum TAC, and then slowly burns off to create a well-defined alcohol curve. In the following graph, TAC is represented by the black line. Tamper detections, in the form of an infrared (IR) sensor (represented by the blue line) and temperature reading (represented by the red line) appear on the graph along with the TAC readings.



- **Environmental Alcohol Detection.** The graph below depicts an client coming into contact with an environmental alcohol source (like lotion, perfume, etc.). It shows a distinct and dramatic jump in the absorption side of the alcohol curve, followed by a rapid dissipation of the alcohol, unlike the previous graph of an actual drinking event. It shows absorption and burn-off rates outside of the tested, proven rates that the body can absorb and metabolize for consumed alcohol. In addition, before every 30 minute measurement, SCRAM CAM tests the ambient air around the device to determine if environmental alcohol is present.





Equipment Lifespan

All SCRAM CAM Bracelets need to be returned at 365 days of assignment to be calibrated. This is assigned days, not days in the field. Meaning, the bracelet could be in the field for much longer than 365 days, but once it is assigned (total assignment across all clients) for 365 days, we RMA it to be returned for calibration.

The SCRAM Base Station has an average lifespan of approximately 850 days (based on 3rd quarter 2017 stats). However, 95% had an average lifespan of 1923 days during this time period.

Cost

Per page 7 of the RFP, the County has requested that cost be provided in the following format:

- Monitoring Cost Per Unit/Per Day: \$4.05/day
- Cost of purchasing replacement units throughout agreement: \$1,500 for the CAM & Base Station Set / \$1,200 for the CAM Bracelet
- Cost of procuring and activating 74 non-CAM style monitoring bracelet Model #00777units: \$4.05/day (Please see above for cost of equipment)

Staff Training

SCRAM Systems will provide training for anyone who will manage equipment or offenders. The training covers website set-up procedures, offender and inventory management, and all functional aspects of the hardware/equipment tasks. All initial SCRAM Systems training is provided and included at no additional cost. In addition to the initial training, all training and written documentation is available online at SCRAM Systems University.



SCRAM CAM

Topics covered in this training include:

SCRAM Continuous Alcohol Monitoring® Specifications



BRACELET

| | |
|------------------------------|---|
| Dimensions: | 5.9 cubic inches (approximately 2.8" tall x 2.8" wide x 0.75" deep) |
| Weight: | 5.8 oz (164 grams) |
| RF Frequency: | 916.5 MHz |
| Water Resistance/Waterproof: | IEC 60529 IPX5 (when pump is running), jetting water IEC60529 IP68—waterproof to 1 meter (when pump is not running) |
| Operating Temperature: | 59°–113°F (15°–45°C). Typical temperature on leg 72°–93°F (22°–34°C) |
| Strap Material: | Hypoallergenic, industrial grade thermo-plastics, embedded steel cable |
| Monitoring Options: | Continuous Alcohol Monitoring (CAM); CAM + House Arrest (HA) |
| Testing Interval: | Collects continuously—controlled sample tested every 30 minutes |
| Memory (storage): | Onboard, up to 160 days of readings |
| Battery Life: | 90 days CAM, 60 days CAM with HA; field replaceable |
| Tamper Detection: | Strap, temperature, obstruction, body mass, faceplate removal |
| Alert Notification: | User configurable email or text |

BASE STATION

| | |
|-----------------------|--|
| Dimensions: | Approximately 3.00" tall x 6.00" wide x 6.00" deep |
| Weight: | Traditional: 15.0 oz (425 grams). Wireless: 16.5 oz (469 grams). |
| Range: | 35–150 foot radius |
| Backup Battery: | 48 hours |
| Memory (storage): | Onboard, up to 30 days of readings |
| Tamper: | Traditional: Unplugged, housing breach, power failure, potential movement (power failure & unplugged phone line) Wireless: Unplugged, housing breach, power failure, potential movement (motion detected via accelerometer) |
| Communication: | Landline, Ethernet, Cellular, Wi-Fi |
| Client Communication: | LCD |
| Firmware Updates: | Traditional: Direct Connect via mini USB. Wireless: Cellular and Wi-Fi. |
| Antennas: | Two internal multi-directional antennas |

ONLINE MONITORING

| | |
|------------------------|--|
| Access: | Secure web-based access 24x7 |
| Software Features: | Analyzes and graphs alcohol and tamper readings, custom scheduling, data collection, data storage, data analysis, data reporting |
| Reports: | Alcohol detection, tampering, schedule compliance, maintenance, inventory management |
| Caseload Management: | At-a-glance caseload view with device and status indicators |
| Browser Compatibility: | Internet Explorer, Firefox, and Google Chrome |