



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

\*\*\*

# Elmo-Tech, Inc. Proposal

## West Virginia DOC Electronic Monitoring Services RFQ COR61536

For

West Virginia DOC  
Purchasing Division, Tara Lyle

Original  
September 28, 2011

  
**ElmoTech** INC.  
ELECTRONIC MONITORING TECHNOLOGIES

[www.electronicmonitoring.com](http://www.electronicmonitoring.com)

RECEIVED

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PURCHASING DIVISION  
STATE OF WV

**West Virginia DOC  
Electronic Monitoring Services  
RFQ COR61536**

**For**

**West Virginia DOC  
Purchasing Division, Tara Lyle**

**Original  
September 28, 2011**

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**PRICING PROPOSAL**

**BROCHURES**



September 23, 2011

Tara Lyle  
State of West Virginia  
Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street East  
Charleston, WV 25305-0130

Dear Ms Lyle:

ElmoTech would like to thank you for the opportunity to submit our response to your RFQ COR61536. It is my sincere belief that you will find our response meets all your agency's requirements and will exceed all the staff's expectations. We are very familiar with the West Virginia Department of Correction's needs, having provided our equipment and services since 2007. For five years prior to that, WV DOC utilized ElmoTech equipment under contract with ADT. So we are familiar with the requirements of WV DOC, and the agency familiar with our products and services.

ElmoTech is a profitable 3M subsidiary and will soon be re-branded as 3M Electronic Monitoring. We focus 100% of our efforts on offender monitoring, with all the resources needed to continue to support our customer base and product line with the utmost efficiency. We develop products for this industry (tracking/monitoring people who are motivated not to be tracked or monitored) instead of trying to modify products from other industries and "hope" they work. As industry experts, ElmoTech appreciates the opportunity to continue to provide our electronic monitoring solutions to the West Virginia Department of Corrections.

As a global provider of leading presence and location verification technologies designed for monitoring individuals in the law enforcement, corrections and security markets, ElmoTech has developed some of the most reliable and cost effective systems available today. As our attached proposal indicates, we meet or exceed all of your hardware and software needs.

Many of our products and services represent the best and most advanced available in the industry today. For example, our triple tamper protected transmitters, providing strap, body and motion alerts, are unique to the industry and provide the highest level of protection available. Another innovation is our MEMS3000 VBR that incorporates alcohol monitoring and full RF capabilities in a single unit with either landline telephone or cellular capability.

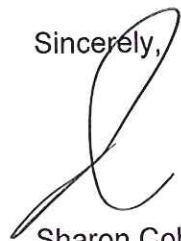
In addition, Elmo-Tech's Integrated Platform offers a full range of interchangeable electronic monitoring tools and communication technologies, enabling operators to integrate previously

separate monitoring tools and software modules onto a single platform, thus providing comprehensive reporting and data management while reducing hardware, software, and operation costs. Because ElmoTech is an original equipment manufacturer (OEM) all of our monitoring hardware comes direct from the manufacturer and is seamlessly integrated into our monitoring platform.

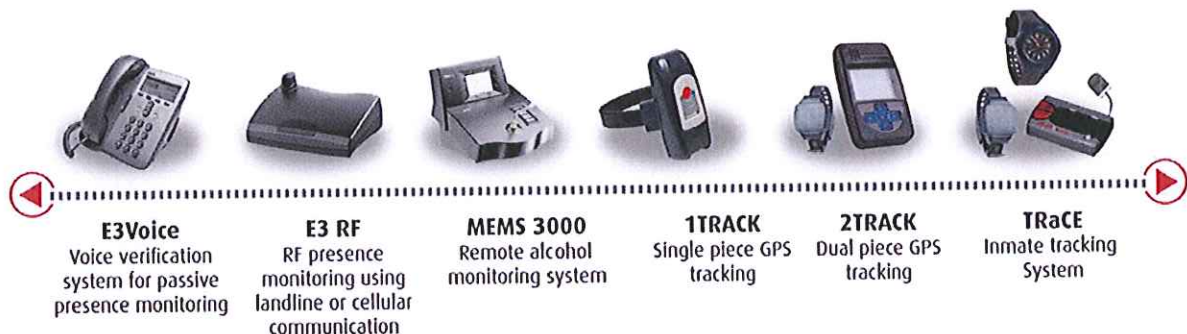
I would like to thank you again for this opportunity to submit our response and once again reiterate ElmoTech's desire to continue our working relationship with West Virginia Department of Corrections. ElmoTech has the financial stability, corporate resolve and employee commitment to ensure the continued success of your program, and these attributes will be enhanced as we become 3M Electronic Monitoring.

Please note that Elmo Tech, Inc. and Pro Tech Monitoring Inc., both wholly-owned subsidiaries of 3M Company, will soon be merged and re-named 3M Electronic Monitoring, Inc. We expect this transaction to be effective on or about October 1, 2011,

Sincerely,



Sharon Cohen, General Manager  
ElmoTech, Inc.







# Integrity

**In matters of style, move with the current.  
In matters of principle, stand like a rock.**





State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
COR61536

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

ElmoTech, Inc  
1838 Gunn Hwy  
Odessa, FL 33556

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DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV  
25301

304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				
BID OPENING DATE: 09/28/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 08/30/2011 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311.  VENDORS MUST CONTACT AD OJI AT 304-558-2036 EXT. 53456 OR BY EMAIL AD.D.OJI@WV.GOV TO PRE-REGISTER PRIOR TO THE MANDATORY PRE-BID MEETING. *****						
0001	1	LS		730-36	\$790,225	\$790,225
ELECTRONIC MONITORING SERVICES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING BID TO PROVIDE ELECTRONI MONITORING SERVICES FOR THE WV DIVISION OF CORRECTIONS, PER THE ATTACHED SPECIFICATIONS.						
INQUIRIES:						
WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 09/09/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	813-749-5454	9/23/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
General Manager	13-4088052	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).





State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

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COR61536

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE  
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

ElmoTech, Inc  
1838 Gunn Hwy  
Odessa, FL 33556

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DIVISION OF CORRECTIONS

617 LEON SULLIVAN WAY

CHARLESTON, WV  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/17/2011				

BID OPENING DATE: 09/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TARA LYLE DEPARTMENT OF ADMINISTRATION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305  FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV  MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 08/30/2011 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





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08/17/2011				

BID OPENING DATE:

09/28/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

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2019 Washington Street East  
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NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.						
ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.  REV. 05/26/2009  EXHIBIT 4  LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.  REV. 3/88  VENDOR PREFERENCE CERTIFICATE  THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a>  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
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Charleston, WV 25305-0130

# Request for Quotation

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----TL/32-----						
RFQ. NO.:-----COR61536-----						
BID OPENING DATE:-----09/28/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
813-749-5474						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
John McClain						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



## EXHIBIT 10

REQUISITION NO.: COR61536

## ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED  
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY  
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

## ADDENDUM NO.'S:

NO. 1 X .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR  
MUST CLEARLY UNDERSTAND THAT ANY VERBAL  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

.....  
SIGNATURE

ElmoTech, Inc  
.....  
COMPANY

9/23/11  
.....  
DATE

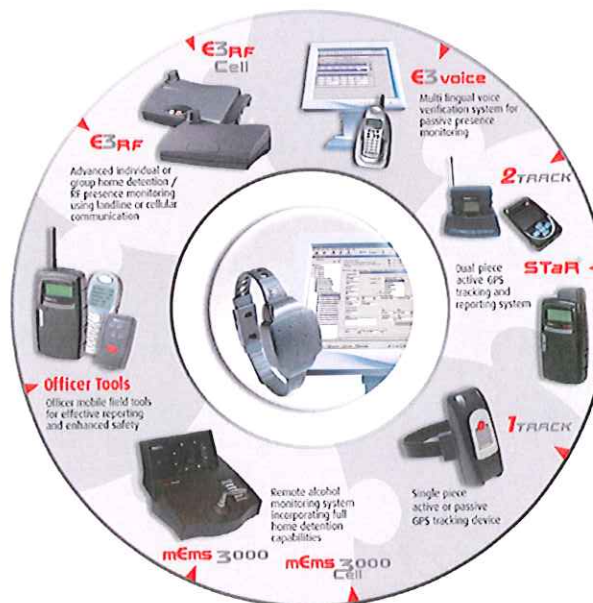
REV. 11/96

## **Integrated Monitoring Platform**

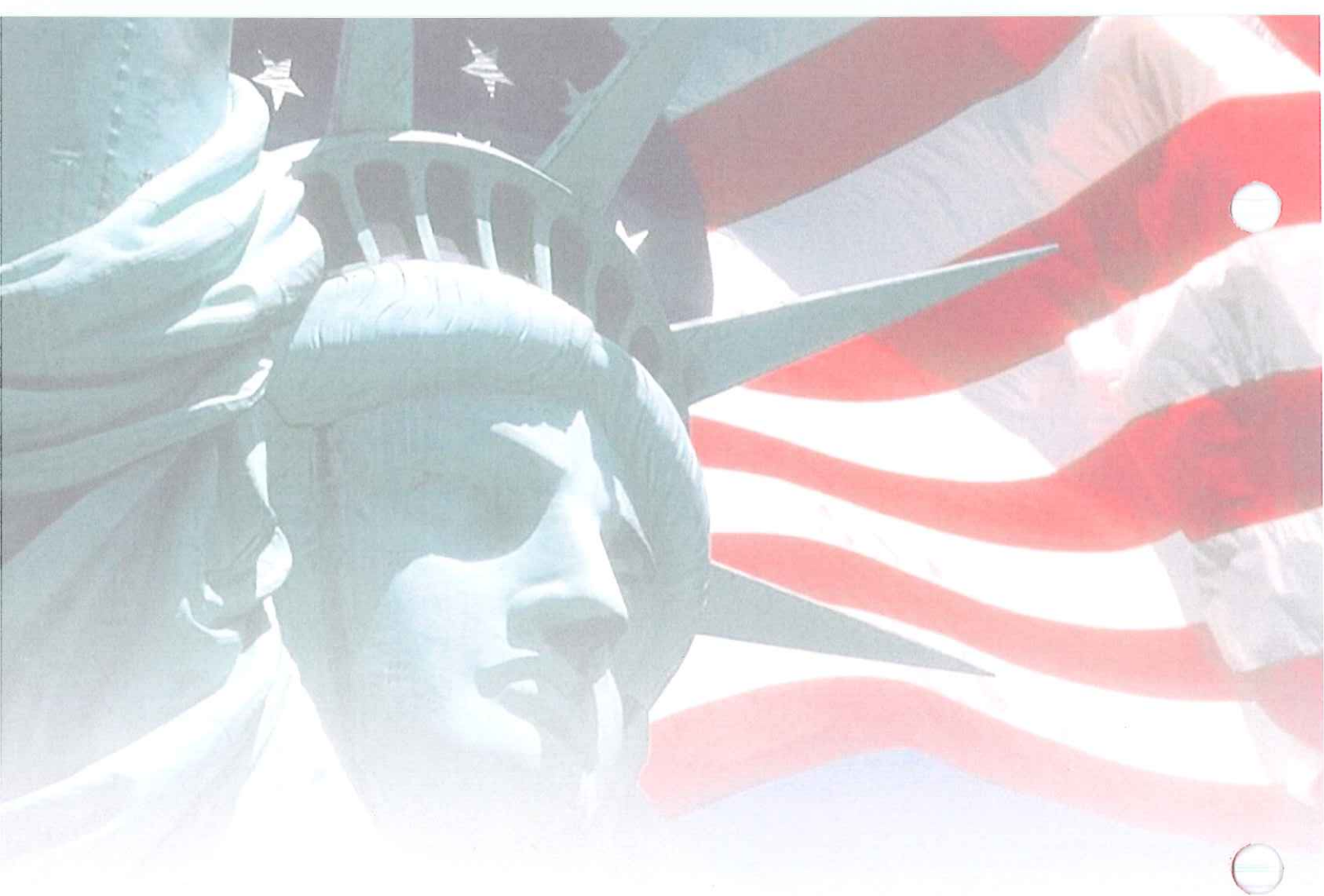
Elmo-Tech's Integrated Platform offers a full range of interchangeable electronic monitoring tools and communication technologies, enabling operators to integrate previously separate monitoring tools and software modules onto a single platform.

### **Key Features:**

- One Tag Fits All- Enhanced Case Management
- A Single Database and Software Interface
- Single Communication Hub
- Mix and Match Programs
- Comprehensive Reporting, Data Management and Information Distribution
- Overall Cost Reduction – Hardware, Software, and Operations







## Commitment

**A commitment is not an utterance made in passing,  
But instead a promise that is unbreakable.**



#### **GENERAL REQUIREMENTS:**

The purpose is to obtain a proposal for the Division of Corrections to award a one year service contract, with four year renewal options, for an electronic monitoring product and reporting system for a community corrections offender monitoring system capable of national coverage.

The services requested will serve approximately 125 persons on the system and may increase this number to 300 or more under the supervision of Division of Corrections.

#### **ElmoTech response:**

**ElmoTech has read and understands the General Requirements of this Request for Proposals. We believe that we can provide the services requested for the 125 persons currently on the system, for the projected increase to 300 persons, or for an even larger number of participants. We are pleased to present our proposal for an electronic monitoring product and reporting system for a community corrections offender monitoring system capable of national coverage that will meet the needs of the West Virginia Division of Corrections.**



## **SCOPE OF WORK:**

Vendor **must** have the resources and capability to provide a monitoring system capable of nationwide transmission and operation from a centralized base station or an on-site host computer. Included in this system **shall** be straps for attaching to clientele, portable verification units for officer's use in mobile units, transmitters/receivers, and central computer units expandable to networked stations throughout the State.

### **ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech, Inc, soon to be rebranded as 3M Electronic Monitoring, has both the resources and capability to provide the State with the required system and services. Our capabilities, products and services are fully described in the proposal.

ElmoTech Inc. has over a decade and a half of experience providing state of the art, electronic monitoring solutions designed and specifically tailored for the offender monitoring industry, within the Law Enforcement and Corrections environments. As a proud 3M company, and soon to be rebranded as 3M Electronic Monitoring, ElmoTech possesses financial strength and stability unmatched by any other company in this industry. We are constantly investing in new technology and devising new solutions for the electronic monitoring market. In the past ten years we have introduced numerous benefits to Electronic Monitoring programs in the USA and around the world, in order to enhance safety, security, and operational cost saving. We are both a technology developer and an equipment manufacturer.

ElmoTech operates equipment on six Continents and in all the countries that offer electronic monitoring. ElmoTech is a profitable company that focuses 100% of our efforts on offender and inmate tracking, with all of the resources needed to continue to support our customer base and product line with the utmost efficiency. As 3M Electronic Monitoring, we will continue this focus and will strengthen our resources.

We are an Original Equipment Manufacturer (OEM) that develops products for the industry (tracking/monitoring people who are motivated not to be tracked or monitored) instead of trying to modify products from other industries and "hope" they work. ElmoTech was reared in this market and has had more positive technological impact on this market than any other single company. We are rooted in the industry and will remain in this market for a very long time to come.

ElmoTech has product offerings including traditional electronic house arrest, voice verification, GPS satellite tracking, breath alcohol monitoring, and radio-frequency monitoring of inmates and officers in a correctional setting. ElmoTech is the most prolific integrated, on-site host provider for electronic monitoring





services in the world. ElmoTech provides on-site hosts to multiple locations in the United States, Israel, Singapore, Australia, New Zealand, Mexico, Curacao, Brazil, Columbia, Argentina, Portugal, Spain, Italy, Switzerland, Luxemburg, France, Belgium, Sweden, the Netherlands, Denmark, Russia, and Estonia. ElmoTech has the most experience integrating programs with local host configurations and can guarantee our ability to integrate our technology into any local program. ElmoTech also manufactures all our equipment and software: RF, RF cellular, Alcohol and Cellular Alcohol units, 1 piece and 2 piece GPS devices, Group monitoring units and all the officer peripherals required by a comprehensive program.

ElmoTech offers programs worldwide for installation services, monitoring, fee collections and is a true technology partner for current needs and future wishes. Protocol Government Solutions, located in Aurora, Illinois is ElmoTech's primary partner for the provision of monitoring and case management solutions. ElmoTech and our partners run some of the largest programs throughout the world with all aspects of service and technology for electronic monitoring.

ElmoTech understands the importance of proven, reliable technology. ElmoTech has over fifteen years of experience providing state of the art, electronic monitoring solutions designated and specifically tailored for the offender monitoring industry, within Law Enforcement and Corrections environments. We are constantly investing in new technology and innovating new solutions for the electronic monitoring market. As 3M Electronic Monitoring, we will be able to broaden our technology development.

In the past decade and a half we have introduced numerous benefits to Electronic Monitoring programs in the USA and around the world, in order to enhance their safety, security and operational cost saving. ElmoTech continues to lead the industry with innovation that many of our competitors are just now beginning to incorporate in their products. If imitation is the best form of flattery, ElmoTech has gotten a lot of adulation from the competition. Some examples of ElmoTech innovations:

- Group monitoring units
- Integrated cellular units
- A single home unit that can monitor multiple transmitters
- "Guest Transmitter" notification when offenders are within range of each other
- Three year sealed transmitter battery compartments
- Fully integrated evidentiary alcohol and RF units
- Fully upgradable, in-field home units





- Interchangeable transmitter and field units
- Remote access to the host computer
- Integrated host computer for all products
- Victim hardware for victim notification which communicates directly to the Aggressor unit providing an additional layer of protection

ElmoTech is very proud of the fact that no other equipment provider has our depth of experience, breadth of equipment diversity and certifiable results of product reliability. In fact all of the below organizations have used or are currently using ElmoTech monitoring equipment. At ElmoTech we believe this speaks volumes to the quality and innovation of our electronic monitoring equipment.

ElmoTech has been proud to provide our electronic monitoring products and services to the State of West Virginia, Division of Corrections since 2007, and we hope to continue this relationship as 3M Electronic Monitoring.

The vendor must propose only newly manufactured equipment. Used, refurbished, or reconditioned equipment will result in rejection of the proposal.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech believes that it is imperative to supply the latest model, newly manufactured equipment. Such equipment guarantees that all of our clients are using the most up-to-date equipment available. Therefore ElmoTech will provide WV DOC only with newly manufactured and fully warranted equipment that represents the latest generation of our technology, and the most current equipment on the market.

The exchange of monitoring/tracking information, including enrollment, data changes, monitoring/tracking reports, and terminations, between WV DOC officers and the monitoring center/facility **shall** occur via secure, encrypted, real-time access by approximately 55 WV DOC personnel using their existing WV DOC computers/Internet access **and/or** must occur via voice communication with monitoring center operators on digitally recorded telephone lines.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech will assure that the exchange of monitoring/tracking information, including enrollment, data changes, monitoring/tracking reports, and terminations, between approximately 55 WV DOC personnel using their existing WV DOC computers/Internet access and the monitoring center/facility occurs only via secure, encrypted, real-time access and/or via voice communication with monitoring center operators on digitally recorded telephone lines. Authorized WV



DOC staff will have access to the host from any computer – office, home, wireless laptop in the vehicle if available.



### **TRANSMITTER:**

The transmitter **must** be lightweight, hypoallergenic, sealed, shock resistant, water/moisture resistant and should not unduly restrict the activities of the offender. Transmitters should not pose a safety hazard to offenders. The transmitter **must** be able to withstand a shower or bath without failure.

**ElmoTech response:** ElmoTech fully complies with this requirement.

ElmoTech's E3 transmitter's dimensions are 1.89 x 1.29 x 0.66 inches, and its total weight is 0.96 ounces exclusive of the strap. ElmoTech transmitters and straps are made of TPU Desmopan 385S, a hypoallergenic and durable material. Because the ElmoTech E3 RF Transmitter is a completely sealed unit, it is waterproof and can continue working properly at a depth of 20 Feet. ElmoTech's ankle and wrist transmitters have been tested for rigid environments and various standards concerning free fall, shock (up to 98 G) and vibration, proving that our transmitter also shock resistant and is flexible enough not to break when normal pressure is forced on it, and robust enough to absorb hard pressure. However, for participant's protection it is designed to break at the connectors should a force that might rip the offender's leg or hand is pressed against it, e.g.: should the transmitter be caught in a machine. Should that happen, the transmitter will automatically trigger an alarm. Our transmitter will function reliably under all normal atmospheric and human environmental conditions.



ElmoTech's transmitters will pose no health threat to the participant. ElmoTech transmitters' power is less than 4 milliwatts, 250 times weaker than a cell phone. The calculated RF Power Density is 0.0001 mW/cm<sup>2</sup>, well below the FCC's Maximum Permissible Exposure (MPE) limit of 0.29 mW/cm<sup>2</sup> in a non-controlled environment. Thus our transmitter poses no risk of radiation. Because our transmitter is intentionally radiating at its central RF frequency at a level allowed by the relevant radiation standards (FCC Part 15) and at the same time has very low level of spurious transmissions at other frequencies, ElmoTech's transmitter should pose no threat to participants with pacemakers.





We have tested the transmitter (as well as a large set of other products) for bio-resistance against a set of the most common bacteria and fungi, and the transmitters were found to be of a very good resistance in dry as well as hot and humid environments. A copy of the summary of the bio-resistance test report is available upon request.

Due to its light weight and small size, the ElmoTech transmitter will not unduly restrict the activities of the participant and because it is fully sealed and waterproof it will be able to withstand a shower or bath.



The transmitter **must** be FCC approved.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The transmitter being proposed complies with all applicable FCC part 15 regulations and is registered with the FCC. The number is TXS-700 LSQ-TXS-700.

Vendors **shall** offer sealed transmitters, with a minimum 2 year battery life. Vendors are to describe procedures for field replacement of transmitters when a low battery message is received.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The RF Transmitter is a completely sealed unit. The small transmitter TXS-700 is powered by Lithium batteries, which will enable its operation for 24 months or longer (in active mode). Shelf life of transmitters, when non-active is over 5 years. Prior to a transmitter battery elapsing, it emits a low battery message. Following that, the user agency has approximately 6-7 days before it dies. Then a simple operation of replacing the entire transmitter is performed and a new transmitter is supplied in return for the "low power" one. The entire operation takes only a few minutes and can be undertaken in the field by program personnel or in the office.



The Vendor's quotation **shall** include all replacement transmitters for the entire contract period and any renewal contract period. Transmitters **must** be stamped with a "born-on" date to assist in determining remaining battery life.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will include all replacement transmitters for the entire contract period and any renewal contract period. ElmoTech stamps each transmitter with a "Battery born on date." The born on date will be the determining factor for remaining battery life.**

The Vendor **shall** supply all necessary straps, cleaning equipment and any other disposable items necessary to ensure that equipment functions properly. Field replaceable straps are preferred.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will provide all consumable items necessary for the program. The transmitters have a replaceable strap, if necessary, but the strap is also never cut so it is reusable. The unit can be cleaned with any simple cleaning solution; no special cleaning agents or equipment are required.**

Transmitters **must** emit a signal that is unique and distinct from similar electronic devices and the emitted signal **must** be one that can be picked up by the Vendor's receiver/dialer.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The transmitter emits a unique signal that is distinct from similar electronic devices and can be picked up only by our receiver/dialer.**

The transmitter's signal **must** not be able to be captured or duplicated by commercially available equipment and have a range of at least 150 feet.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The transmitter signal cannot be duplicated by any commercially available equipment. In order to detect accidental errors (due to noises) or intentional attempts to generate a simulated signal, the transmission protocol is protected by a powerful Cyclic Redundancy Check (CRC) mechanism. The probability of a non-detected error is once in 126 years.**

Transmitters **must** have the ability to be paired with any proposed receiver/dialer. Matching of transmitter and receiver will be accomplished at field location and/or at Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units to limit costs associated with inventory management.

**ElmoTech response: ElmoTech fully complies with this requirement.**





The transmitter can be matched with any E3 RF receiver/dialer unit as well as with any STaR GPS or 2TRACK GPS unit.

The transmitter **must** be able to be shut off utilizing a secure switch or tool when not in use. Removal of battery for shut off is not acceptable.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's transmitter can be shut off utilizing the electronic Key/Manual Reset Device (MRD) that we provide to DOC staff/officers. ElmoTech's transmitter is fully sealed; removal of the battery for shut off is not an option. The MRD should always be used to deactivate the transmitter.

Transmitters **shall** be capable of storing and recording a tamper event which occurs out of range of the receiver/dialer and communicating the tamper signal to the receiver/dialer when the transmitter returns within range.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The transmitter will record and store a tamper event and report that tamper event as soon as the unit comes in range of the E3 RF Home Unit.

The transmitter and strap **must** have a triple tamper resistant feature. Fiber optic protection or other strap configuration is acceptable for strap tampers with a back-up method for detecting removal and motion. The receiver/dialer **must** immediately notify the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle. This would include severing the strap or removal of the transmitter without severing the strap and the receiver/dialer should differentiate between the types of tamper/tamper attempts.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's transmitter is made of advanced materials to allow for a tamper resistant capability, and it is embedded with 3 tamper alarms to report on such tamper. The ElmoTech's E3 RF ankle and wrist transmitters are the only transmitters in the industry equipped with a multiple (3) tamper detection mechanisms: Strap, Body and Motion.

**Strap tamper:** The transmitter detects and reports when the strap is opened, intensively stretched or cut, including when done inside conductive solutions, e.g. salty water where some other technologies fail. Once the strap was opened or cut, or the securing clip was removed, a strap tamper signal is transmitted, until a reset command is received from an officer's electronic key (MRD).

**Body tamper:** The transmitter reports if it is removed from the offenders' body without opening or cutting the strap, by using its proximity alarm feature (also referred to as "body alarm"). The body tamper signal can be provided either as a



manual reset one (reset only by an authorized officer, similar to the strap tamper), or as an automatic reset (this is effective for cases when the transmitter was installed too loose on the limb and the distance from the body triggers a temporary body tamper signal).

**Motion tamper:** the unit will report if it is not moving. This sensor is highly sensitive, and detects the motion of a normal person. Even breathing related movement will be detected. Lack of motion may indicate that the unit has been removed from the offender.

This marks the only transmitter with three distinct and separate tamper schemes.

The receiver/dialer immediately notifies the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle. As noted above, the receiver/dialer emits a different signal for each type of tamper attempt: Strap, Body, or Motion.

The transmitter **must** emit a signal at a minimum of once every 25 seconds on a continuous basis, during the operating life of the battery and transmit a low battery signal to the receiver/monitor prior to low battery condition is present.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The ElmoTech transmitter emits a signal every 19-21 seconds on a continuous basis. Approximately six to seven days prior to a transmitter battery elapsing, it emits a low battery signal to the receiver/monitor.

The transmitter should be easily installed on the client with minimal training and experience of the installer.

**ElmoTech response:** ElmoTech fully complies with this requirement.

ElmoTech's transmitters are extremely simple to install. The only parts necessary for their installation are the transmitter, the straps, the strap holder, the locking clips, and the electronic Key/ Manual Reset Device (MRD).

ElmoTech's ankle and wrist transmitters are equipped with a unique strap concept, which was pioneered by ElmoTech, which enables easy installation and precise fitting of the strap around the offender's ankle or wrist







respectively. The straps, the strap holder and the locking clips form a wristwatch-like mechanism, which significantly simplifies and accelerates the transmitter installation time compared to any EM unit in the marketplace. There is no need to measure, cut or screw the strap! Officers and installers simply need to flip the strap around the offender's ankle or wrist and fasten it with a single pressing action. Removal is also simple and quick, and is achieved by simply breaking the locking plastic clip.

Each vendor will describe their method for resetting a tamper status.

**ElmoTech response: ElmoTech fully complies with this requirement.**

If the strap was opened or cut, or the securing clip was removed, an officer must physically re-install and reset the unit utilizing his electronic key (MRD). Until this operation is performed, a strap tamper signal will continue to be transmitted. The body tamper signal can be provided either as a manual reset one (reset only by an authorized officer, similar to the strap tamper), or as an automatic reset (this is effective for cases when the transmitter was installed too loose on the limb and the distance from the body triggers a temporary body tamper signal).



## **STRAPS:**

Straps **must** be designed so that an offender cannot remove the transmitter without having to tamper with the strap. The specific activities that **shall** initiate a tamper violation include the removal of the strap attachment device, severing of the strap or sliding the strap off.

**ElmoTech response: ElmoTech fully complies with this requirement.**

As described above, ElmoTech's transmitter is made of advanced materials to allow for a tamper resistant capability, and it is embedded with 3 tamper alarms to report on such tamper: Strap, Body and Motion. The receiver/dialer immediately notifies the monitoring center (when in range) of any tamper attempt or removal from the offender's ankle. The receiver/dialer emits a different signal for each type of tamper attempt. The alarms are sent if the strap is severed, the attachment clips are removed, or the transmitter is removed without damaging the strap (slipped off).

Strap tamper features **shall** not allow for wearing a sock under the ankle transmitter strap.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The transmitter needs to worn next to the skin; a sock should not be worn under the strap. ElmoTech will instruct DOC personnel on the proper installation of the transmitter to assure that a sock cannot be worn under the unit.

The same strap that secures the transmitter to the offender **shall** contain the tamper detection feature.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The tamper detection feature is integrated into the strap. ElmoTech's strap utilizes a flex board (flexible computer board) embedded in the strap through which data flows.

The strap **must** be a sufficient length to accommodate most offenders.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The standard straps are of a sufficient length to accommodate most offenders. In addition, to cater for very thin or very large limbs, additional strap sizes are provided.

"Handcuff" type straps that are secured around the offender's ankle by means of hooked metal bands inside a plastic sleeve are not acceptable.

**ElmoTech response: ElmoTech fully complies with this requirement.**





The strap is not handcuff style. The straps, the strap holder and the locking clips form a wristwatch band-like mechanism.

A sufficient number of straps **shall** be provided so that transmitters may be attached to offenders with new straps. Non-replaceable straps are unacceptable without additional transmitters being offered at no additional cost to the Agency.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech will initially provide the state with a 90 day supply of replacement straps, and will continue to provide straps as the state requests them.

The Vendor's quotation **shall** include all replacement straps for the entire contract period. Straps should be stamped with a date to assist in determining date manufactured.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech will provide replacement straps for the duration of the contract. All straps are stamped with a manufacture date.

The Vendor **shall** supply straps and other disposable items as requested by the Agency so that each supervising officer has a sufficient supply at all times.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech will provide replacement straps and all other consumables at the request of the Agency for the duration of the contract, thereby assuring that each supervising officer will have a sufficient supply at all times.

Field replaceable straps are preferred and the strap **must** be easily sized to the offender's leg or wrist. Vendors **shall** supply all necessary straps, cleaning equipment, and any other disposable items necessary to ensure that equipment functions properly. Vendors bidding fixed straps **must** describe procedures for field sanitation and sizing. These items will be provided at no additional cost to the Agency.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The straps are easily replaceable in the field, should a strap replacement become needed, due to wear and tear or intentional damage. The officer can perform this operation quickly by simply opening one or two secured screws, replacing the strap and closing the screw. To cater for very thin or very large limbs, a variety of strap sizes are provided. ElmoTech will provide all necessary supplies.

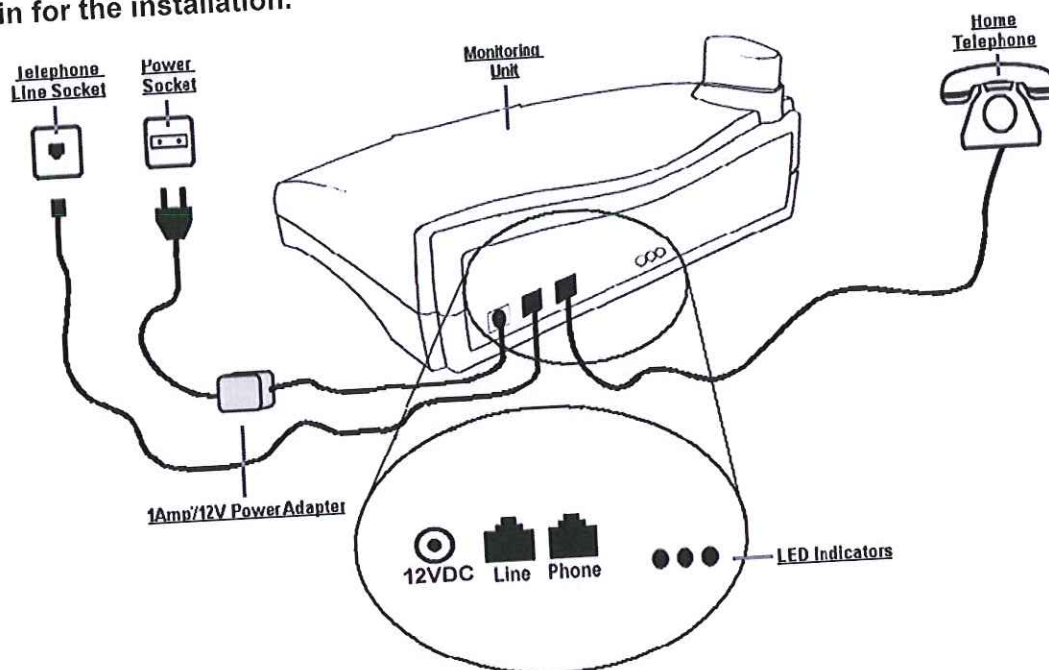


### RECEIVER/MONITOR:

The receiver/monitor should be easily installed in a central location in the individual's home near the telephone.

**ElmoTech response:** ElmoTech fully complies with this requirement.

As shown in the following diagram, the receiver monitor will install like an answering machine in the residence. The unit comes with power cord and phone line to make installation very easy. Average time to install a home unit is under 10 minutes. If the Agency prefers, the participant could take the unit home and plug it in for the installation.



Telephone line disconnect and AC power failure within a specified time period will require a Location Verification. The Location Verification **shall** be automatic and not require the active participation of the client or program staff. A proven substitute for location verification is allowable.

**ElmoTech response:** ElmoTech fully complies with this requirement.

ElmoTech's receiver/monitor will immediately call in for an AC power failure and telephone disconnect (when the phone line is reconnected) and will be check against caller id for the correct phone number. The E3 Home Unit will automatically alert the Agency if there is a number mismatch.





Each receiver/monitor **shall** be able to be matched to any transmitter in the Agency's inventory by field staff without having to be sent back to the factory.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's Home Unit can be matched to any transmitter in the Agency's inventory by field staff. There is no need to send the unit back to the factory. In addition, a single Home Unit can work as a group unit and monitor more than one offender in the same residence.

Each receiver/monitor **shall** be able to detect any transmitter in the Agency's inventory that is active and comes in range of the receiver/monitor. The extra transmitters should have a serial number and a name associated with encounter and be date and time stamped as to when detected and when disappeared.

**ElmoTech response: ElmoTech fully complies with this requirement.**

A single Home Unit can work as a group unit and monitor more than one offender in the same residence, or whenever another active transmitter comes in range. The serial number and name associated with additional transmitter encounters will be noted and be date and time stamped as to when detected and when disappeared. The E3 Receiver is provided with the capability of monitoring one transmitter and has the ability to monitor additional (up to 50) transmitters. The E3 Receiver unit has the capability to manage the different program schemes, store up to 50 curfew schedules, and concurrently monitor up to 50 offenders.

The receiver/monitor **shall** be able to communicate with the host computer on battery backup in the event of an AC power loss. The system **must** have internal battery backup of at least 36 hours and be equipped with a nonvolatile memory.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's home monitoring unit is capable of operating on backup battery in the case of power loss at the participant's residence. In the event of a power failure, the Home Unit continues monitoring and registering messages on the backup battery voltage, for duration of 36-48 hours. Furthermore, if AC power is not resumed for over 30 hours and the backup battery does not provide power anymore, the content of the memory is still kept by a secondary Lithium backup battery (for up to 12 months).

Our system has a feature that provides alerts to the user as to how long until the battery is dead. The monitoring system will provide alarms as the battery is getting lower directly to the offender and, with the proper protocols in place, can instruct the offender to bring their unit to the office for a charge or a change to a newly charged unit (assuming power will not be restored for over multiple days).



A "back up battery low" event will be reported to the monitoring center several days before the battery is dead, to allow for convenient replacement of the battery.

Once power is restored, the back-up battery will be automatically recharged.

The unit **shall** be capable of full communications with the central computer system by connection to the participant's telephone company outlet using a standard telephone connector for attachment to a standard pulse/touch-tone telephone. The use of bundled/digital telephone lines **shall** not impede the receiver/monitor from communicating.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 Home Unit is capable of being attached to a rotary or standard pulse/touch-tone telephone using a standard telephone connector, as indicated in the previously presented diagram. Indicator lights on the rear of the unit signal that the system is using the offender's phone line and is in full communication with the central computer system. The use of bundled/digital telephone lines will not impede the receiver/monitor from communicating.

The unit **shall** be capable of receiving the radio signal from the participant's transmitter and must have an option to indicate that it is receiving the signal from the transmitter.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 RF unit is designed to receive the radio signal from the participant's transmitter. The unit has a LED light that flashes when it receives a signal from the transmitter. This light flashes when the unit is in install mode or range testing.

The unit **shall** be capable of receiving the offender status change. The following occurrences **shall** be time and date stamped upon occurrence and promptly reported to the central computer system.

- (a) Arrival of transmitter within the range of the home monitoring unit.
- (b) Departure of transmitter out of range of the home monitoring unit after a preset programmable time interval.
- (c) Tampering/unauthorized removal of the transmitter unit.
- (d) Loss and/or restoration of the home's commercial power.
- (e) Loss and/or restoration of the communication service (the disconnection event may be sent as soon as communication service is restored).
- (f) Low battery condition of transmitter and/or receiver.





(g) Tamper of receiver unit (attempts to open housing / moving the unit within the residence).

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 Home Unit will detect all of the above occurrences (a through g) and communicate them promptly to the host computer system. The events will be time and date stamped and can be sent out immediately through many different portals: fax, pager, cell phone (SMS messaging), email, and/or feed to the computer screen.

The receiver/dialer **must** support multiple curfews on the same day.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's receiver/dialer will support up to eight (8) different curfews in any day. Curfews can vary from day to day.

The receiver/dialer **must** be FCC approved and be designed to function on pulse and touch tone telephone lines.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 Home Unit has FCC approval number LSQ-DCU-2010. In addition, all units are UL approved. They are designed to function on pulse and touch telephone lines.

The receiver/dialer **shall** include an internal clock and memory to store data if communication with the monitoring center is disrupted.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 Home Unit has an internal clock and a non-volatile memory of 11,000 events.

The receiver/dialer **shall** notify the Vendor's central monitoring computer at any time a tamper is attempted on the receiver/dialer.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The Home Unit detects and reports any attempt to tamper with the unit. The Home Unit can detect if the unit case was opened, if the unit was moved/tilted and if the power or phone line (for the landline unit) have been removed.

The respective messages are:

- Case open



- Case tilt
- Power failure / restored
- Phone line failure / restored (for the landline unit)

The receiver/dialer will have a progressive phone line annoyance. If the receiver/dialer attempts to call the monitoring center and the telephone line at the offender's home is in use, the receiver/dialer **shall** notify the telephone user, by audible means that the receiver/dialer is attempting to call out.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The Home Unit is equipped with a capability to detect phone line status, i.e. whether there is a connected phone line, and whether the connected phone or another parallel phone is currently in use. When the landline Home Unit needs to call the monitor center and the line is busy, the Home Unit beeps using its internal beeper. It is the participant's responsibility to make sure that the line is made available. The landline Home Unit does not "grab" the used line, but if the line is not made available within 5 minutes, the Home Unit registers a "phone in use" event, which indicates that the phone line was not released when requested despite the alerts given by the Home Unit.

The receiver **must** have internal tamper circuitry to indicate that the receiver has been opened, disconnected from the telephone line or disconnected from AC power.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The Home Unit has internal circuitry that detects and reports any attempt to tamper with the unit. The Home Unit can detect if the unit case was opened, if the unit was moved or tilted, if the telephone line (for the landline unit) was disconnected, or if the AC power was disconnected.

The receiver **must** have an adjustable range with a minimum of three settings (minimum long range to be 150 feet free air) and **must** be adjustable per client at the client's location by Agency personnel or at the central monitoring center computer. (Range adjustments **must** be able to be completed by making a telephone call to the central monitoring computer).

**ElmoTech response:** ElmoTech fully complies with this requirement.

ElmoTech's home monitoring unit is able to adjust to various ranges.

Under normal household conditions, the transmitting signal ranges can be set from 25 to 240 feet free air.

The E3 RF Home Unit is equipped with 4 default remotely selectable ranges:





- Short range (40 – 65 feet in an open field environment)
- Medium range (75 – 105 feet in an open field environment)
- Long range (120 – 150 feet in an open field environment)
- Maximum range (180- 240)

Ranges are initially set by Agency personnel during install at a client's location, and are fully adjustable per client. Ranges may be adjusted at the central monitoring center computer by making telephone call.

The receiver /dialer **must** have internal diagnostics which can determine if the receiver/dialer is operating properly and relay the information to the central monitoring computer.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 Home Unit checks for several internal diagnostic functions and should any fail the unit will report to the monitoring center.

The receiver/dialer **must** be capable of storing at least 500 events to provide continuous monitoring during periods of power failure or interrupted telephone service. A time stamp for each event is required.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The Home Unit receiver incorporates a Random Access Memory (RAM) that can store up to 11,000 events during periods of power failure or interrupted telephone service, time and date stamped for occurrence, for later reporting through an alternate telephone line or when phone or electric service is restored.

The receiver/dialer **must** not lose any events after loss of internal backup battery power.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's home monitoring unit is capable of operating on backup battery in the case of power loss at the participant's residence. In the event of a power failure, the Home Unit continues monitoring and registering messages on the backup battery voltage, for duration of 36-48 hours. Furthermore, if AC power is not resumed for over 30 hours and the backup battery does not provide power anymore, the content of the memory is still kept by a secondary Lithium backup battery (for up to 12 months).

During periods of inactivity, the receiver/dialer **must** randomly communicate with the central monitoring computer every two (2) to six (6) hours. Vendors **must** have the ability to increase or decrease the frequency of communications with the central monitoring computer.

**ElmoTech response: ElmoTech fully complies with this requirement.**



The E3 Home Unit will communicate every four hours as a system default, however the officer can change this setting and have the unit report anywhere from once per hour to once every 24 hours.

The receiver/dialer **must** have the ability to be paired with any transmitter. Matching of receiver/dialer and transmitter will be accomplished at field location and/or through Vendor's central monitoring center. The transmitter **must** have the ability to be matched to any receiver/dialer units in order to limit costs associated with inventory management. Field pairing is preferred.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 receiver can be paired with any ElmoTech transmitter, and likewise the transmitter can be paired with any ElmoTech home unit. Matching can be accomplished at the field location and/or through our central monitoring center.

The receiver/dialer **must** offer a fully integrated cellular option.

**ElmoTech response: ElmoTech fully complies with this requirement.**

If a participant does not have a landline telephone ElmoTech offers the E3 RF Cellular Home Unit that has the capability of being installed without a landline telephone. To install the E3 Cellular Receiver Unit an individual simply connects the unit to the power. The unit will pick up a cellular signal automatically and will turn to operational mode. The E3 Cellular Receiver Unit makes an audible beeping sound and the left and right external LED's, located on the back panel, are turned on. This indicates that the E3 Cellular Receiver Unit is in a satisfactory working state. The total



installation time is less than 2 minutes and after a download is sent another couple of minutes for complete confirmation.

The cellular version of the Home Unit is fully integrated and has all of the same features as the landline version described above.

The cellular receiver/dialer **must** have the ability to allow participant to place outbound calls to pre-programmed numbers and must allow for officers to place inbound calls to the participant in the residence.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's E3 cellular unit includes a telephone handset which allows participants to place outbound calls to a limited number of pre-programmed





numbers, such as to probation officers, 911, or other emergency numbers. In addition, this allows for officers to place inbound calls to the participant in the residence.

The cellular receiver/dialer **must** have the ability to have multiple transmitters assigned to a single unit.

**ElmoTech response:** ElmoTech fully complies with this requirement.

As with the landline E3 Home Unit, the cellular version has the ability to have multiple transmitters assigned to a single unit.



## **VIOLATIONS:**

Notification of client violations **shall** be made to the appropriate Agency personnel. Notifications will be made immediate, next day, or next business day basis. Client violations and equipment status information will be documented and maintained by the Vendor. Notification capability by fax, phone pager, internet E-mail or cell phone **must** be available.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The ElmoTech system will notify in any method required. The software will document all equipment status and client violations. All this information is available for the life of the contract. Notification is available via fax, pager, internet, cell phone (SMS) and on-line local generation.

The system should have a notification policy for client violations that allows the Agency to establish distinct levels of security on a client-by-client basis.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system is very flexible. It allows for notification on over 50 events on an offender basis, if desired. The system also allows for defaults to be set at the Agency or officer level, if desired.

The system should have the capability of transmitting reports or violations by pager, FAX, telephone or E-mail.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system has the capability to send reports via fax, email or local access, and to send violations via pager, fax email or cell phone. The monitoring center can also report violations by telephone as required.

Reports should include client activity, curfew violations, and other alert conditions; e.g., "disconnects", "tamper", "power loss".

**ElmoTech response: ElmoTech fully complies with this requirement.**

The reports contain a current status "snapshot" on the top of each report giving the agency all relevant information at a glance, and includes notifications of any curfew violations, transmitter tamper, receiver tamper, low battery, telephone disconnect, power loss, etc.

All violation reporting intervals should be determined by written request of the Agency. An Agency **shall** choose any level for any breakdown of its caseload and further may change a clients notification level at will. The Vendor should adjust its policy to meet notification intervals desired by the Agency.





**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech understand that the Agency will submit reporting interval requests in writing, and will work with WV DOC to insure the proper violation reporting. Notification messages are automatically sent upon arrival of pre-selected field-reported events and/or violations. The distribution of information is selective and can be assigned or escalated upon pre-defined rules set according to the needs the Agency.

The Vendor **must** provide remote access to the Vendors monitoring center via remote computer terminal and/or Internet Access.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech will provide remote access via the internet. Authorized WV DOC personnel will have access to the system through any computer operating in a Windows environment.

The monitoring center should be devoted to providing electronic monitoring services for base continuous signaling monitoring units. Any optional service being monitored by a vendor within their monitoring center must be described in the quotation.

**ElmoTech response: ElmoTech fully complies with this requirement.**

Protocol Government Solutions will be the provider of monitoring and case management solutions for the WV DOC. Since 1994 Protocol has automated and provided 24-hour services for offenders on electronic monitoring, curfew, and regular parole. Protocol currently monitors over 60,000 offenders in multiple states providing electronic monitoring, curfew monitoring, fee collection, case management, and communication liaison for parole officers and parolees.

Protocol focuses on agencies that need 24-hour supervision of clients on electronic monitoring and parole. Protocol manages all electronic monitoring violations, curfews, offender calls, officer contacts and any other communications regarding an offender's case. This delivers to officers and their management the opportunity to manage on a case by case basis. At the same time, this allows centralization of data and the application of agency policies and procedures. Protocol also specializes in tracking attendance at mandatory programs such as school, aftercare, and court dates. Protocol has 170 trained correctional specialists working the 24 hour data center collecting information that is created by Community Corrections' Agencies. This allows agencies the option to enter data via the internet, contact the data center directly via phone or fax for increased efficiencies allowing for higher caseloads without additional work.



The Vendor **must** have a written security plan for the monitoring center. The center **must** be located in a secure venue and be equipped with a functional alarm system and be security patrolled.

**ElmoTech response: ElmoTech fully complies with this requirement.**

Protocol has a detailed written security plan for its monitoring center.

The Protocol monitoring center is located in a secure environment and employs the following security measures:

- Contact Center access via security ID
- 24 hour monitoring/intrusion alarms
- Off-site storage of backup tapes
- Needs-based Proximity card access to IT rooms
- Project isolation of desktops
- Shredding Services
- Operation controls (e.g. all calls recorded, random call sampling, data auditing)

The Vendor's monitoring center **shall** be equipped with spare computers and associated peripheral equipment to be utilized as immediate back-up should one of the main computers go down.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The basic system configuration is comprised of 2 separate and fully redundant servers - main and backup. Ongoing monitoring is performed on the main server, whereas if a failover to the secondary server occurs, the monitoring users may either continue to perform the monitoring from the main site, as if nothing has changed, or connect to the secondary server from any other location.

Offender monitoring is operated on High-Availability servers. These servers are completely redundant and write all data from the field to dual disk drives internally and also write the data in real-time to the stand-by server. Multiple MAIN servers reside in the Aurora, Illinois monitoring center and ALL BACK-UP servers are located in the Sarasota, Florida location. Geographical redundancy is understandably very important to agencies such as WV DOC.

The Central Monitoring System is faced with the critical need to ensure its availability and continuous operation in spite of planned downtime for maintenance and unplanned downtime due to disk crashes, CPU failures or catastrophic losses of computing facilities or communications networks.

To meet these tough requirements, once a failure is detected in the Main CMS, the standby server automatically takes over. This switchover can also be manually





triggered, should maintenance need arise.

The Main Server is the operational one. It continuously performs its operational tasks and in parallel it checks that:

- The Sybase and Standby Server are up.
- The various gateway computers are accessible over the LAN.
- The various software processes are up.

At the same time, the Standby Server samples the Main Server to check that:

- The Main Server and gateway computers are accessible over the LAN.
- The Sybase Server is up.
- The real-time and the history databases are in good status.
- All software processes on the Main Server are up.

If the Standby Server identifies a problem with the Main Server, it takes control, i.e. the database server and processes on the Main Server are stopped and activated on the Standby Server. Once the switchover is completed (a matter of minutes), the users are able to continue working normally.

There are three instances in which the Standby Server takes over:

- The Main CIMS Sever fails.
- The Main Sever encounters total Database failure.
- There is no communication between the Main and Standby Servers.

On top of the database replication, the operational real-time database is backed-up hourly to the Central Monitoring Server, and the entire database (real time and history) is backed-up daily to a backup PC located in any locations specified by the Agency. The entire information system (data, applications, configurations, authorizations, etc) can be kept outside the monitoring center in a secured manner.

The system with all associated equipment and services shall be located in a secure, controlled access and air-conditioned facility.

**ElmoTech response: ElmoTech fully complies with this requirement.**

Protocol maintains a 125 seat, corrections specific data center. The center has multiple authorized key access entry and exit points, closed circuit cameras and all inbound and outbound calls are recorded and stored for 5 years. All operators



are drug and background checked, cannot have any criminal record and must be able to pass a series of typing, spelling and communication tests. The datacenter plant security features include gas fire suppression, redundant air conditioning system, elevated floor, dual UPS system, and a myriad of security cameras and alarms in the secured computer room. Natural gas and diesel generators provide ongoing power in case of an extended electrical outage.

All telephone lines into the monitoring center facility should be recorded for later playback.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All inbound and outbound telephone calls are recorded for later playback and recordings are stored for 5 years.

The system **shall** be capable of continuously receiving, and storing all data sent by home monitoring units. All data **shall** be continuously stored electronically, accessible by officers via the Internet, and be printable in various formats, as required.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All data accumulated by field units is uploaded immediately or within the next call-in to the central system. All data received in the central system is stored.

The Sybase Database includes three levels of data storage:

- The Real Time database – Includes the active offender's data and accumulated real-time field data for the last 24-48 hours (this period of time can be modified by the system administrator). This data is accessible via the different application pages.
- The History database – Includes the post-active offender's data and field data, which is older than 24-48 hours. This data is available via a wide range of reports and on-screen using the 'Get History' option.
- The Archive database – Typically, offender data is kept for six months after he/she completes the program, and then it is archived into a magnetic media, and only a summary record is kept in the database. Upon request, the content of a selected archive can be loaded into archive database, from where reports concerning a certain offender can be generated.

The database content is automatically replicated from the main server to the standby server, and on top of that it is automatically backed-up to a side remote computer several times per day. Once the data is received it is processed manually or automatically and sent to the officers via a variety of optional communication means (e-mail, pagers, fax, SMS). All of these processes and





**actions are permanently recorded and are accessible via the internet by authorized users.**

The system **shall** enable officers with properly configured laptop and/or home personal computers (including Microsoft Internet Explorer or Netscape web browser version 4.0 or later) to access their caseloads from home or any location via Internet access using the password from the Vendor.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The system allows officers with properly configured computers and with authorized passwords to access their caseload via the internet from any location using a laptop or home personal computer.**



#### **MONITORING SERVICES/SYSTEM COMPUTER HARDWARE AND/OR SOFTWARE:**

The Vendor will be responsible for the first ten percent (10%) all costs associated with damaged, lost or stolen equipment, i.e., the first 10 units of 100, or 10% of the number of units supplied during each year.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will be responsible for the first ten percent (10%) of all costs associated with damaged, lost or stolen equipment, based on the total number of units supplied throughout the contract period.**

All equipment **shall** be of the same type and model and from the same manufacturer unless expressly approved by the Agency.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will be the manufacturer of all equipment provided to WV DOC and will guarantee that each product type will be of the same type and model.**

All devices mentioned in this RFP **must** be monitored through one application, accessible at all times to officers and monitoring center staff.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**All devices will be monitored using ElmoTech's Integrated Platform which offers a full range of interchangeable electronic monitoring tools and communication technologies. This enables operators to integrate previously separate monitoring tools and software modules onto a single platform that is available at all times to officers and monitoring center staff.**

At the Agency's request, the Vendor **shall**, at no charge, replace equipment, computer software or additional related equipment in the Agency's possession with any upgraded equipment that the manufacturer/Vendor may develop and place in service during the term of the contract. If requested by the Agency, equipment **shall** be replaced as it is removed from an offender's home at the end of an electronic supervision period

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will notify the Agency as equipment upgrades become available, and will, at no charge to the Agency, upgrade the system in use at WV DOC including replacing equipment, computer software or additional relevant equipment that may be developed by ElmoTech throughout the term of the contract. ElmoTech will make such replacements as requested by the Agency.**

The Vendor **shall** be responsible for all equipment installation until Agency personnel are fully trained in the use and installation of the equipment. The Vendor will provide tools, tool kits and





activators as requested by officers, to include one set of each for 35 officers and one set of each for additional officer in the event of an increase in personnel.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will conduct all equipment installation until Agency personnel are fully trained. In addition, ElmoTech will provide the WV DOC with complete training on the installation and use of all equipment at times and locations convenient to the Agency. We will provide tool kits and activators for each of 35 officers and on additional set for future personnel expansion.**

Electronic supervision equipment installed in the offenders' homes **shall** be capable of communicating with the computer, at a central monitoring center 24 hours per day and seven days per week.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**All equipment in the offenders' homes will communicate with the central monitoring center computer 24 hours per day, seven days per week.**

A copy of the training procedures will be forwarded to the Agency when requested.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**At the request of the Agency, ElmoTech will provide copies of any and all training procedures. ElmoTech has developed PowerPoint presentation materials, quick install brochures, detailed manuals, and training videos. All materials are developed specifically for each individual technology. Brochures and manuals are available in electronic versions as well as hard copies.**

Any equipment, consumables, attachments and supplies **must** not be available to the public and/or commercially available.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**None of ElmoTech's equipment, consumables, attachments or supplies are ever available to the public, nor are they commercially available.**

A warranty against manufacturer's defects **shall** be provided for the length of the contract. In the event of a contract renewal, the warranty shall also be renewed.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will supply a warranty against manufacturer's defects that will be in effect for the length of the contract. ElmoTech will renew the warranty for the length of any contract renewals.**



The Vendor **shall** have a formal quality control program in place that will provide assurances of the services provided in this contract. A copy of the quality control program **shall** be submitted with the quotation.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech's quality control program is included in the "Product Information" section of this proposal, beginning on page 67.**

The system, at a minimum, **must** have the ability to electronically monitor a person's presence or absence at a specific location at specified time periods. The base system **must** be a continuous signaling, radio frequency-based transmitter and receiver/monitor and require no active participation by the client.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech is proposing the E3 platform of products. The system will monitor the offender's presence or absence from a specific location at specified time periods. The continuous signaling, radio frequency-based transmitter and receiver/monitor require no active participation by the client.**

**ElmoTech's RF technology was developed with a long-term view to customer technology needs when it comes to presence and home detention monitoring. These RF presence monitoring systems are powerful, comprehensive monitoring tools, designed on the basis of a decade of cumulative field experience and market feedback.**

**In addition to monitoring the offender, the system will also register every "guest" transmitter that comes in range and log the time it was in range. The E3 platform is expandable and flexible to allow for increased levels of supervision. For example, the E3 home unit can be paired with a 1TRACK GPS transmitter, or the E3 transmitter can be paired with the MEMS3000 alcohol monitor.**

The monitoring equipment offered in the bid should be of the latest technology available from the manufacturer of the equipment.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**As the manufacturer of the equipment proposed, ElmoTech can assure that only the latest available technology will be offered in this bid.**

The system **shall** use standard telephone lines to communicate between the individual transmitters/receivers and the monitoring center.

**ElmoTech response: ElmoTech fully complies with this requirement.**





**ElmoTech's E3 RF units use standard tone, pulse, or digital telephone lines to communicate with the monitoring center.**

The system **must** offer an integrated cellular option to communicate between the individual transmitters/receivers and the monitoring center. The cellular receiver **must** be able to receive a telephone call from the officer and/or monitoring center and **must** have the ability to be programmed with a per-determined outbound telephone number.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**As described in full in the Receiver/Monitor section above, ElmoTech will provide a cellular version of the E3 Home Unit, allowing for communication between the individual transmitters/receivers and the monitoring center for offenders without landline service. The cellular receiver can receive incoming calls from an officer or the monitoring center and can be programmed to allow limited outbound calls to pre-determined telephone numbers.**

The Vendor **must** explain its policy fully on the cost to the WV DOC of any unused monitoring units, add on components or other equipment provided.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech will manage this account to keep the equipment levels at the prescribed number and shelf percentage (25%). We will not charge for unused units in excess of this percentage, but will request that they be returned to us. If WV DOC requests any add on components or other equipment not specified in a resulting contract the Agency will be charged on a per day usage basis for this additional equipment.**

The Vendor **must** be the manufacturer of the equipment or an authorized and certified distributor of the equipment.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech is the manufacturer of all of the equipment that is proposed.**

Equipment **must** be designed with an emphasis on ease of use and to reduce officer field time required to activate, install, and maintain equipment.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**As described in full in the Transmitter and Receiver/Monitor sections above, all of ElmoTech's equipment was designed to be easy to install, user intuitive, and very reliable. All of our transmitters are equipped with a unique strap concept, pioneered by ElmoTech. The wristwatch-like band allows for installation in a matter of minutes with no need to measure, cut or screw the strap. Similarly, our E3 Home Unit monitor is easily installed just three connections: power source,**



phone line, and connected phone. Three LED lights indicate power connection, phone line connection, and transmission reception (used during install mode and range testing). ElmoTech provides basic installation manuals for officers as well as simple operational guides for offenders to allow for reduced officer field time.

Each transmission from the transmitter to the receiver/dialer **shall** be at fixed intervals not to exceed twenty-five (25) seconds between transmissions. In the event of missed transmissions, the receiver/dialer **shall** report a leave to the receiver/dialer within an adjustable window of two (2) minutes to ten (10) minutes of missed transmissions.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The ElmoTech transmitter emits a signal to the receiver/dialer every 19-21 seconds on a continuous basis. As part of the offender enrollment process, ElmoTech's software allows the Agency to define the number of minutes that the receiver should wait to confirm that the offender has indeed left the curfew location before reporting it. This window may be set from 2 to 10 minutes.

The Vendor **shall** notify the Agency staff of any or all of the following events:

- Unauthorized absences from the residence;
- Failure to return to residence from a scheduled absence;
- Late arrivals, early departures from residence;
- Equipment (including, but not limited to transmitter and receiver/dialer) malfunctions;
- Entry into exclusion zones or exit from inclusion zones for location tracking equipment;
- Tampering with equipment;
- Loss of electrical power or telephone service;
- Location verification failure;
- Missed calls from the receiver/dialer.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system will notify the Agency of all of the above events. The notifications can be via fax, e-mail, pager or cell phone.

Access to the monitoring center and all records it houses **shall** be restricted to only authorized individuals.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All access to the center and data is strictly controlled. The Protocol monitoring center has multiple authorized key access entry and exit points, closed circuit





cameras and all inbound and outbound calls are recorded and stored for 5 years. The datacenter plant security features include gas fire suppression, redundant air conditioning system, elevated floor, dual UPS system, and a myriad of security cameras and alarms in the secured computer room. Natural gas and diesel generators provide ongoing power in case of an extended electrical outage.

The monitoring center shall provide a means of secured communication with Agency staff to guarantee the security of data.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All information is secured and the communication is secured. As stated above, all inbound and outbound calls are recorded and stored for 5 years.

ElmoTech provides the Agency with software that is accessible via the internet that will be configured for individual and group password protection. The ElmoTech system can be accessed using web interface as well Terminal Services capabilities via the internet.

Every customer is given a unique user name/password to the Terminal server and EMS application. The login to the Terminal Server is used by every officer in the agency; the login to the application is per user. To ensure they are logging off correctly we have set configurations to ensure they have logged off. These settings are set at the Terminal Server and they are as follow:

- End a disconnected session after 1 minute > if they don't log out correctly the system will do it for them.
- They can idle for 30 minutes before logging them out. > allows them 30 minutes of idle time while logged in.

These settings can be customized to the agency needs. Also, the Terminal Server will log them out of the application automatically once the above takes place.

Activity reports or offender logs can be accessed anytime once the officer is logged into the system.

The monitoring center must provide a computer database that is programmable for all client information (e.g., demographic data, employment and school information, curfews). The system should be upgradable to permit the addition of information as needed. The monitoring center should be able to accurately modify offender information when requested to do so by Agency staff.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system is fully programmable for all client information and can be tailored to include all data that is pertinent to the Agency. The E3 system allows for



upgrades and gives access to authorized users to program client information. The monitoring center can also modify offender information when requested by Agency staff.

The Agency **shall** be notified in advance, and in writing, of any change in the location of the monitoring center or any backup center.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech does not anticipate that the monitoring center or backup center will change location, but if it does we will notify the Agency in advance of any moves.**

The monitoring center **shall** have contingency plans in place in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the monitoring center.

**ElmoTech response: ElmoTech fully complies with this requirement.**

Protocol has many layers of redundancy to protect all systems. Our datacenter is a sealed room with FM200 fire suppression and extended security options including key card access and CCTV monitoring. The datacenter also has 3 large UPS systems protecting the power and 2 generators that can keep the entire facility operational in case of an extended power outage. All voice and data circuits are replicated in separate geographical Protocol locations, so all communications can be rerouted in case of a network/phone switch outage. The datacenter also has a sonnet ring providing redundant fiber connections to each end of the facility to avoid unnecessary outages from lines being severed in the field. Protocol also utilizes virtual and backup servers in order to mitigate any issues resulting from a hardware failure. All data is backed up and stored off-site for 1 year. Protocol has disaster recovery plans to address outages involving all of these scenarios.

The monitoring center **must** have a central computer that employs a fully redundant data storage system in addition to a remote backup computer with all monitoring software installed. In the event of a system failure, the alternate computer's records **must** be updated with the most recent monitoring data and the alternate system **must** immediately be placed on line, ensuring virtually uninterrupted monitoring.

**ElmoTech response: ElmoTech fully complies with this requirement.**

Protocol utilizes a Main server and a Standby server that is used both as a regular backup server and as a disaster backup server. Both sites are replicated on a regular basis.

Under this configuration, two separate systems - main and standby - will be located in remote sites. Ongoing operation is performed on the main server,





whereas if a fail over to the secondary server occurs, the monitoring users continue to perform the monitoring from the standby server, as if nothing has changed.

Under this proposed configuration, if the main server encounters a disaster situation, monitoring from the secondary server will take place.

#### **Case A: Power Failure in the Data Center**

In any case of a power failure at the data center site, the first reaction is UPS activation. The UPS (Uninterrupted Power Supply) will enable the server to continue until all the multiple power backups (natural gas and diesel) get into action.

#### **Case B: Local Equipment Failures**

ElmoTech systems have two main ways to cope with local equipment failures: first, the system is designed to enable remote support services, which allows for immediate intervention of our highly trained support group in any case of local failure of equipment. Second, the system design was guided by redundancy principle. This allows the system to avoid single-point-of-failure and therefore, in a case of local failure of equipment, the alternative device will become active.

#### **Case C: Database Failure**

The standby server constantly detects performance from the main server. In case the standby server identifies a failure in the main server's database, a failover action will be performed. In this scenario, the main server's processes will be automatically shut down. Simultaneously, these procedures will be activated in the standby server. All monitoring procedures and user connectivity will be performed with the standby server as if nothing has happened. Users will be disconnected and will have to reconnect. Once the main server is restarted, a manual switchback will be performed.

The monitoring center should have multiple options for notifying Agency personnel of any unauthorized absences, late arrivals, equipment malfunctions, tampering, loss of power, or other activities indicating a violation or equipment problem for the offender. The center should be able to develop a schedule for notification and use the communications methods preferred by Agency staff.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system can notify the Agency of any of these occurrences via fax, pager, cell phone, e-mail or local printer of any of these occurrences. The center can develop customized notification schedules and methods of communications based upon the preference of Agency staff.



The monitoring center must be staffed with qualified, trained response personnel twenty-four (24) hours per day, seven (7) days a week.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The monitoring center is staffed with qualified, fully trained response personnel twenty four hours per day, seven days per week.**

The monitoring center must be staffed with knowledgeable technicians who can provide on-call technical assistance at all times, 24 hours a day 7 days a week.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**All the monitoring personnel have been trained and certified to troubleshoot technical problems and correct them. IT and Technical support personnel are available on call 24/7 if larger issues occur.**





### **FIELD MONITORING DEVICES:**

Field monitoring systems **must** be hand-held and portable, capable of being utilized by Agency personnel in the field and in an automobile to receive signals from transmitters.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's TRaCER™ is a lightweight, palm sized, portable monitoring device that can be used by officers in the field to detect the presence of subjects wearing ElmoTech Transmitters.

The TRaCER™ allows officers to discreetly confirm subject locations, while avoiding any physical contact as well as interruptions in subject daily activities. It enables officers to monitor subjects who are required to attend work, school, or counseling sessions, therefore helping monitoring personnel to verify compliance with schedule requirements and sentence restrictions.

The TRaCER™ includes a Liquid Crystal Display (LCD), with backlight, and two menu navigation buttons. Included with the TRaCER™ is a water-resistant pouch with a belt-worn clip.



Field monitoring devices **must** be FCC approved.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's TRaCER™ is FCC approved. The FCC number is LSQ-MU-800.

The portable unit **must** receive signals from a transmitter regardless of where the transmitter is located.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The TRaCER™ will receive signals from a transmitter within range regardless of where the transmitter is located.

Field monitoring devices should receive signals from transmitter units at a minimum range of 500 feet.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The TRaCER™ unit has a range of 400 to 700 feet and can receive signals from any transmitter within that range.



Field monitoring devices **must** include an external antenna to receive signals from transmitter units while using the drive-by unit inside an automobile.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**TRaCER™ is constructed with an integrated short whip antenna. An external vehicle antenna that can be magnetically mounted to the car rooftop is also provided that can be used with a 12 VDC cigarette lighter socket power adapter for in-vehicle use.**

Field monitoring devices **must** have the capacity to effectively store up to 500 transmitter events and record the date and time of such events.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The TRaCER™ has the capacity to store and monitor up to 200 Transmitters and log up to 3,000 Transmitter messages (events). Each stored message includes the transmitter identification number, subject name, transmitter battery status, transmitter tamper status and current date and time.**

Field monitoring devices **must** have the ability to distinguish between several transmitters in a given location.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**In a multiple transmitter environment, the officer can monitor all transmitters detected within range of the TRaCER™ according to one of four definable ranges, or has the capability to "lock" on a specific transmitter, therefore displaying only those messages that are of interest to the officer.**

A field Monitoring device **must** be able to download its log (stored information/events) to a personal computer or the host computer.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**Officers can download stored messages to ElmoTech's PC interface application (either a personal computer or the host computer) at the end of each day in order to maintain a compliance record for each subject as well as for use in batch report processing.**

The field monitoring device **must** run on 12-volt automobile current and run a minimum of 8 hours on its internal, rechargeable battery.

**ElmoTech response: ElmoTech fully complies with this requirement.**





The TRaCEr™ is powered by a 7.4VDC, 1.95AH rechargeable battery capable of providing up to 24 hours of continuous operation. Alternatively, a 12 VDC cigarette lighter socket power adapter can be used, while in a vehicle along with an external vehicle antenna magnetically mounted to the car rooftop. When the battery power drops below a certain level, the TRaCEr™ turns off, and keeps all accumulated data stored in the internal memory until uploaded to a PC. Before turning off, the MU will indicate via visual and audible signs the battery low level.

The field monitoring device **shall** be equipped with a 110 volt wall adapter to charge the internal battery in less than 12 hours.

**ElmoTech response:** ElmoTech fully complies with this requirement.

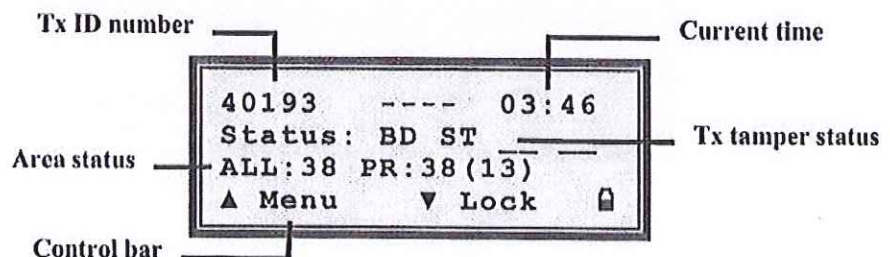
A power adapter, which can be plugged to a 110 volt wall socket while in the office, charges the Mobile Unit. The overall maximum charging time takes up to 5 hours.

The field monitoring device should be equipped with a digital display which will show client ID number, data and time of event and transmitter status including any tamper indication and low battery.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The TRaCEr™ unit enables entry and display of offender's names on the LCD digital display, as well as transmitter serial numbers. Once an offender's name is entered into the unit internal memory, all offenders' events will be displayed under his name, rather than under his S/N. This user-friendly feature - a result of mutual work with and feedback from field officers around the globe - enables ease of case management and daily operations to the officers. Each stored message includes the transmitter identification number, subject name, transmitter battery status, transmitter

tamper status and current date and time, as shown on this example.





### **SATELLITE MONITORING (GPS):**

The provider **must** be capable of offering a GPS portable tracking device that is capable of operating in a passive or active mode and is able to monitor, track and log a participant's movements in and out of their residences at all times.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech offers three distinct GPS portable tracking devices: a single piece (1TRACK); two piece (2TRACK); and STaR 2 piece. All three systems offer a robust integration of tracking, communication and mapping technologies that enable operators to efficiently track offenders anywhere, anytime, indoors and out, at varying levels of intensity. All units operate on a GSM network.

ElmoTech's pricing for this proposal is based upon WV DOC's use of the STaR GPS. This GPS unit is our most economical option, and the Agency's staff is familiar with its operation. We have also provided funding options should the WV DOC wish to utilize ElmoTech's 1TRACK and/or 2TRACK alone or in combination with the STaR. Therefore our responses throughout this section incorporate all three of our GPS products.

The STaR is a small, palm-sized, belt-worn or carried by pouch, highly reliable device. The unit is equipped with an LCD screen that enables interactive communication with the carrying person. Other than the LCD, the unit contains communication modules (GPS, GSM, RF), warning devices (LED lights and audible beep effect) and acknowledgement buttons – to allow the interactive communication.



The STaR unit receives RF signals from GPS satellites, calculates its current location, checks this location against the subject's pre-defined inclusion and exclusion zones and generates alarm messages should the offender violate his or her restriction/curfew order. The device constantly reports the location of the participant inside and outside their residence.

ElmoTech's one piece GPS unit is known as the 1Track. This unit has RF module to communicate with the beacon, GPS module to determine location and cellular module for communicating with the monitoring center.





The E3 1Track system was designed specifically for offender monitoring operations, with security redundancies and anti-tamper means built-in across the platform, making the tracking systems trusted and reliable. Offender violation notification is provided via multiple vibrations and LEDs.

The 1TRACK allows for direct communication with the participant through vibrations and LED via cellular module.

The 2TRACK is a small, lightweight and highly reliable GPS tracking unit. The 2TRACK is equipped with a high resolution color LCD screen that enables interactive text and voice communication with the Offender. The unit contains communication modules (GPS, GSM and RF), warning devices (LED lights, audible beep and vibration notification effects) and state-of-the-art touch sensitive buttons to allow the interactive communication. The GPS unit is paired with ElmoTech's E3 transmitter, a small data-collection sensor with robust built in computing and communication capabilities.



The STaR, 1TRACK and 2TRACK can all be configured to operate in one of three modes:

- **Active, Real Time Reporting Mode**

This mode provides immediate notification on predefined violations, which can then be automatically sent to staff via e-mail, pagers, cell phones and fax. Active units provide on-line tracking information (the unit can communicate with the central system at any time whilst within the GPRS infrastructure) and enable the user to send information (i.e. zone, schedule or configuration changes), send messages (immediate notification from the monitor center on urgent matters) and retrieve updated information on the offenders location and program compliance (location points and event messages) on demand.



- **Passive, Deferred Reporting Mode**

This mode provides off-line tracking information. In this mode, information on the offender's location and program compliance (location points and equipment event messages) are uploaded to the monitoring center at predefined intervals, in line with the program needs. The information received is not current and requires playback to determine if the offender compromised his schedule.

- **Hybrid, a combination of Active and Passive Monitoring**

This mode provides continuous, real time tracking information. All events are kept in unit's memory and uploaded to the monitoring centre in line with the program needs. In Hybrid mode, the unit turns active automatically at occurrence of pre defined types of violations.

The flexibility of the STaR, 1TRACK and 2TRACK units' design allows for each unit to be configured to behave in any of the 3 modes described, in order to offer the user with varying levels of security, as governed by the program. The mode may be changed simply by activating a command from the software and downloading the configuration to the GPS unit by means of the cellular network, thus totally independent of the co-operation of the offender.

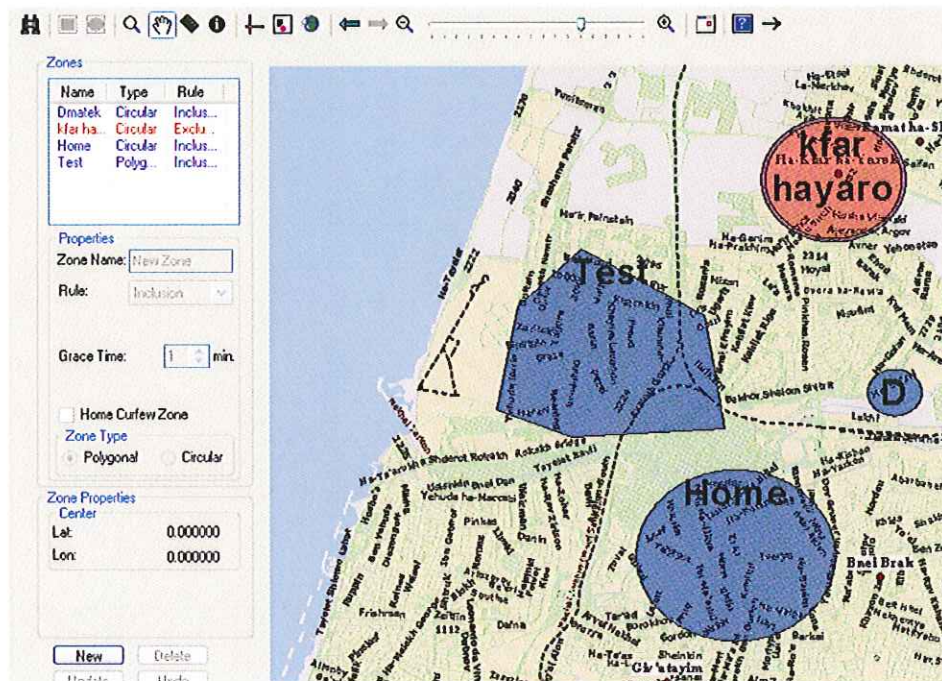
The system **must** be able to create/use a mapping system that would identify the inclusion zones and exclusion zones. The mapping system **must** be the most current system available and **must** include any and all geographical landmarks.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The E3 platform offers flexible zone management, that addresses program managers changing needs, and enables quick and friendly re-configuration during the program life. The system will create a mapping system that identifies inclusion and exclusion zones, defined as follows:

- **Exclusion Zones** – A specified area in which the Offender is not allowed to enter, unless defined times permit entering the exclusion zone. This zone is red in color on the software.
- **Inclusion Zones** – A specified area in which the Offender must be within at defined times (home, work etc.). This zone is blue in color in the software.





The mapping system uses the most current system available and, as shown above, includes any and all geographical landmarks.

In addition, each circular exclusion zone is created with a warning (“buffer”) area around it. Whenever the offender enters the warning area, a message is logged and/or displayed and/or sent immediately to the monitoring center or designated destination (officer’s pager, fax, e-mail, cell phone). This unique feature enables staff to monitor potential behavioral patterns, or to alert to a potential exclusion zone violation. The offender can also get a warning message as soon as they enter the warning zone, indicating they are about to violate.

In case of any violations the GPS device **must** alert the offender by a minimum of 2 of the notification types, in real time (Vibration, text messaging, LED lights, voice messaging).

**ElmoTech response: ElmoTech fully complies with this requirement.**

All of ElmoTech’s GPS devices allow for direct, real time communication with the participant through a variety of methods via cellular module: the STaR provides text, audible beep, and LED; the 1TRACK communicates via vibrations and LED lights; the 2TRACK offers interactive text and voice communication as well as LED lights, audible beep, and vibration notification effects.

The supervising officer/Agency/supervisor **must** be notified of requested violations via fax/pager/telephone/cellular telephone and or e-mail.



**ElmoTech response: ElmoTech fully complies with this requirement.**

**As with other ElmoTech products, appropriate Agency personnel can be notified in a variety of ways including via fax, pager, landline telephone, cellular phone and/or email.**

The system **must** be able to be located by the supervising officer/Agency/supervisor at any time to ascertain the participant's location.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech's STaR, 1TRACK, and 2TRACK (in active or passive modes) can be located via the monitoring center at any time to ascertain the participant's location. Supervising officers, Agency personnel, or other supervisors receive word of the participant through the monitoring center. Notifications can be through any of the means described above.**

The portable GPS tracking system **must** have the ability to transmit the data via landline.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**The STaR can transmit data via landline with the installation of a US Robotic Modem. The base unit of the 2TRACK system provides landline transmission of data.**

The portable tracking device **must** be able to be programmed from a remote computer workstation which is capable of creating inclusion zones and exclusion zones.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech's E3 platform allows for all of our GPS units can be programmed from a remote computer workstation. The software offers flexible zone management that address program manager's changing needs, and enables quick and friendly re-configuration during the program life. Inclusion and Exclusion Zones**

The device **must** be able to be programmed to be able to take actions from the field in the event of a violation.

**ElmoTech response: ElmoTech fully complies with this requirement.**

**ElmoTech's GPS devices are completely field programmable and take actions from the field in the event of a violation. This feature is very important in areas where cellular connectivity could be lost at times, so the unit will continue to operate, gather points and inform the offender of zone violations.**

The device **must** be equipped with built-in circuitry that will transmit an alarm signal in the event of tampering or removal.





**ElmoTech response: ElmoTech fully complies with this requirement.**

All of ElmoTech's GPS transmitters have triple tamper checks to determine and report if the units have been opened or the straps have been cut or the unit has been removed (motion detection). In addition, the STaR and the 2TRACK's GPS modules have internal checks to determine if the case has been opened.

The transmitter **must** not be a safety hazard or restrict the participant's activities.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's transmitters will pose no health or safety threat to the participant. The E3 transmitters used with the STaR and 2TRACK devices have power that is less than 4 milliwatts, 250 times weaker than a cell phone. The calculated RF Power Density is 0.0001 mW/cm<sup>2</sup>, well below the FCC's Maximum Permissible Exposure (MPE) limit of 0.29 mW/cm<sup>2</sup> in a non-controlled environment. Thus our transmitter poses no risk of radiation. Because our transmitter is intentionally radiating at its central RF frequency at a level allowed by the relevant radiation standards (FCC Part 15) and at the same time has very low level of spurious transmissions at other frequencies, ElmoTech's transmitter should pose no threat to participants with pacemakers.

We have tested the transmitter (as well as a large set of other products) for bio-resistance against a set of the most common bacteria and fungi, and the transmitters were found to be of a very good resistance in dry as well as hot and humid environments. A copy of the summary of the bio-resistance test report is available upon request.

Due to its light weight and small size, the ElmoTech transmitter will not unduly restrict the activities of the participant. The receiver's dimensions are 1.89 x 1.29 x 0.66 inches, and its total weight is 0.96 ounces exclusive of the strap.

Likewise the 1TRACK unit is small and lightweight (palm-sized; less than 6 ounces) and will not restrict participant's activities. It has also been extensively tested and found to pose no health or safety risks to the participant.

The transmitter **must** be small and lightweight.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The STaR and 2TRACK utilize the same transmitter as used for RF monitoring that is fully described in the Transmitter section of this proposal. Its dimensions are 1.89 x 1.29 x 0.66 inches, and its total weight is 0.96 ounces exclusive of the strap. ElmoTech's 1TRACK transmitter is both compact (palm-sized) and lightweight, weighing only 6 ounces.



The battery in the transmitter **must** have at a minimum a one (1) year life expectancy for operation of the bracelet, and must be rechargeable if a body worn GPS.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The transmitter used for the STaR and 2TRACK is the same as used for the RF unit. It is powered by Lithium batteries, which will enable its operation for 24 months or longer (in active mode). Shelf life of transmitters, when non-active is over 5 years. The 1TRACK, body-worn GPS, has a rechargeable battery that should be recharged by the user on a daily basis.

It is preferred that the device be attached to the participant using a reusable or a field replaceable strap that is adjustable to fit the participant.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The STaR and the 2TRACK utilize the same E3 transmitter as for RF monitoring. It uses a unique wristwatch band-like strap which can be easily attached in less than two minutes. It uses a reusable strap, and is fully described in the Transmitter section of this proposal.

The 1TRACK unit is easily installed in the field using a field replaceable strap that is adjustable to fit the participant, as shown.



The GPS device **must** be able to store contact points in the event that cellular coverage is lost.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All units can store contact points if cellular coverage is lost. The STaR unit can store up to 4800 points.

The GPS device **must** be equipped with the technology to locate the device in the event it is discarded by the participant.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The devices are equipped with a GPS receiver and a cellular modem. If the unit is discarded, prior to complete battery depletion, it can be found by calling it and getting the location.

The GPS device **must** be able to withstand the everyday environment of the participants and also must be waterproof.

**ElmoTech response: ElmoTech fully complies with this requirement.**





All of ElmoTech's products are quite robust and are able to withstand the everyday environment of the participants. The body-worn STaR, 1TRACK and 2TRACK transmitters are waterproof to 25 feet and the STaR and 2TRACK tracking devices are also waterproof.

The GPS device **must** be able to report whether it is being charged or not and alert the supervising officer/Agency/supervisor of a low battery.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The STaR, 1TRACK, and 2TRACK GPS units all report when being charged. The units can also be programmed to make charging a requirement within a set number of minutes of entering the residence.

The GPS device **must** be equipped with a minimum battery life of 24 hours while the participant is away from their home.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The STaR unit provides approximately 20 - 30 hours of continuous battery operation, and is easily replaceable in the field by authorized personnel. The 1TRACK transmitter has a 24 hour battery life, while the 2TRACK GPS unit has a 48 hour battery life.

The GPS device **must** be FCC compliant, be surge protected and be made of hypoallergenic material.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All of ElmoTech's equipment is FCC compliant. The relevant FCC registration numbers are as follows:

STaR: LSQ-STAR-800-2

1TRACK : NC3WMTD3000

2TRACK: NCS-FTD3318

Transmitter: LSQ-TXS-700 (used with STaR and 2TRACK)

The AC chargers for each of the GPS units are surge protected. The body-worn portions of our GPS units are hypoallergenic.

The GPS system must use a software application that should be quick and simple when entering basic data for operational use.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All of our GPS units use the same Integrated Platform software as described in the RF section above. The Integrated Platform extends users a single software



application that is simple to operate, where entries from the different monitoring tools are displayed for easy handling. As shown below, all of the offender's basic data is entered on a single, user friendly page.

### Step 1: Offender's Details

The screenshot shows a web-based form for entering offender details. The form is divided into several sections: Identification, Address, Connections, Program Start/End, EOS, and Equipment. Callouts provide additional information about specific fields:

- Identification:** Includes fields for CID (65682553), Date of Birth (31/01/1977), Gender (Male), First Name (Jones), Last Name (Doe), Middle Name, Agency (coneta), Officer (Roberto Officer(93)), and S. Sec #.
- Address:** Includes fields for Street (Habarzel 2), City (Tel-Aviv), State (ISRAEL), and Time Zone (GMT).
- Connections:** Includes fields for Area Code, Phone, Voice Sim (972 - 843233692), and Base Unit.
- Program Start/End:** Includes fields for Program Start (28/01/2010 11:27:25) and Program End (28/05/2010 11:27:25).
- EOS:** Includes fields for EOS (00:00:0000 00:00:00) and Reason.
- Equipment:** Includes fields for Program Type (2Track Active), Receiver S.N. (35001864), Transmitter S.N. (CE22753), and Base Unit S.N.

Callouts also explain that the Voice SIM number is automatically entered when selecting the receiver serial number, and that the program start and end dates are assigned automatically but can be changed manually. A note at the bottom states: "Choose the '2Track Active' program type." and "Allocate a Receiver and Transmitter to the Offender".

The software then takes you through easy-to-follow steps to configure the program specifics (rules, inclusion and exclusion zones, calendars, etc.). The entire process is quick and simple.

It is preferred that the GPS software application be a secure web based application that is accessible from anywhere for authorized users only without software installation on Agency computers.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The software application is the same as described above for the RF section. It is a secure web based application that can be accessed by authorized users without the need for software installation on Agency computers.

Provider's mapping software **must** have the ability to zoom in or out on any area of the map.

**ElmoTech response: ElmoTech fully complies with this requirement.**

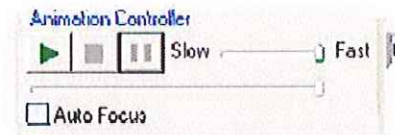
The mapping software can zoom out to view the entire city (or even the entire world) and can zoom in to view just a specific block. The maps are very flexible in the system.



Provider's software **must** have the ability to play back location history like a VCR – play, pause, rewind, stop, and fast-forward.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The software allows for the playback of tracking history similar to a VCR with play, pause, rewind, stop, and fast-forward options. An officer can choose a certain point in time and play the tracks from the offender for the chosen time period (e.g. this could be for a one hour timeframe or a one week timeframe).

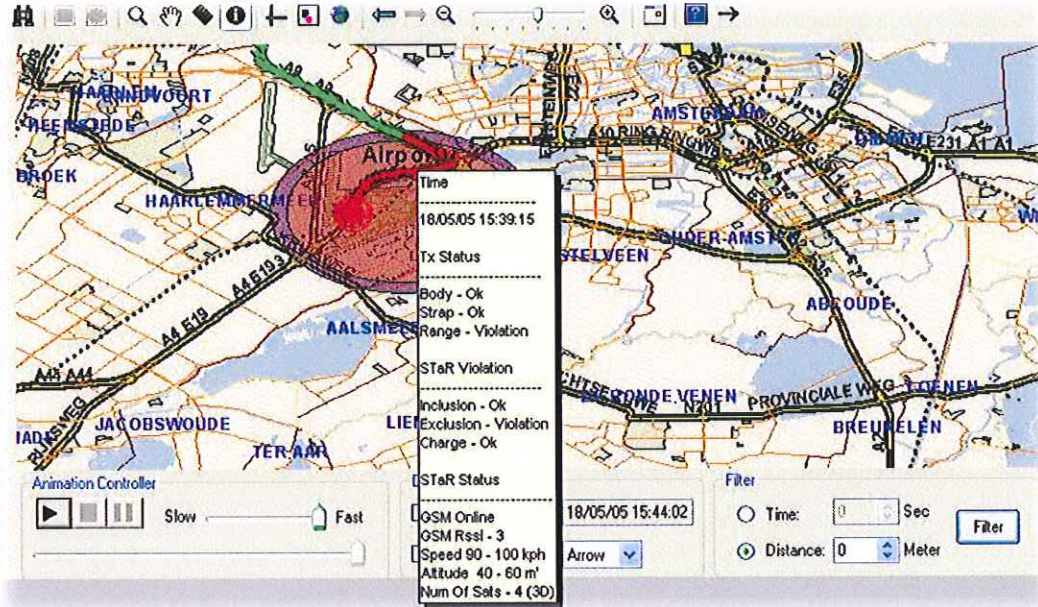


Provider's software **must** have the ability to see an offender in real time or history of previous location points.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The software allows one to view all offender points in real-time or historically. In order to view an offender's activity, a trail can be generated for a certain date and period of time. Once this trail is requested, the user will see on the map a point by point sequence showing all of the points and where they are for this time period. A trail can be generated for a period of 24 hours, 12 hours, 6 hours or any other time period defined by the user. From the software, a historical trail can be generated showing information from a few weeks back or longer. Each and every location point is saved in the system's database and can be easily retrieved.

The following figure demonstrates an offender trail and a single trail points' information.



Provider's software **must** have the ability to show speeds, stops, and movements.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The ElmoTech software shows speed, stops, and movement by direction, as illustrated in the above figure.

Provider's software **must** have the ability for authorized users to print from a map or any report screen.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system will allow for the printing of maps and report screens.

Provider's software **must** have the ability to establish inclusion and exclusion zones around fixed locations.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The system has the ability to create inclusion and exclusion zones around fixed locations for both the passive and active systems, as fully described and illustrated in a following section.

The software **must** have the ability to create customized schedules for each participant.

**ElmoTech response: ElmoTech fully complies with this requirement.**



Authorized users can create customized schedules for each participant, as illustrated below. This feature has multiple curfew options and is very flexible for the officer.

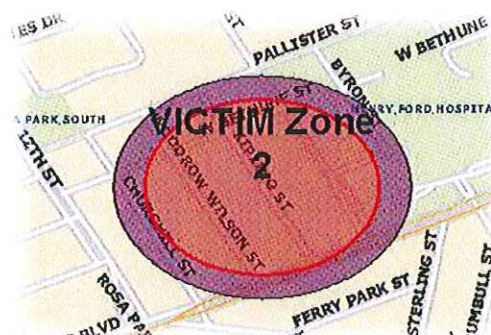
Provider's software **must** have the ability to build circular and multi-shaped inclusion and exclusion zones.

**ElmoTech response:** ElmoTech fully complies with this requirement.

The software that drives all of ElmoTech's GPS units, STaR, 1TRACK, and 2TRACK has the ability to create circular and multi-shaped (polygonal) inclusion and exclusion zones.



Polygonal Zone (inclusion zone)



Circular Zone (exclusion zone)



Up to 50 circular zones and 50 polygon zones (with up to a total of 400 polygon nodes) can be defined per GPS unit.

Circular exclusion zones are surrounded by a warning (“buffer”) area. If the Offender enters a warning area, the unit vibrates to warn the Offender. Entering the exclusion (“hot”) zone itself triggers an alarm, which is sent immediately to the monitoring center or designated destination (officer’s pager, fax, e-mail, cell phone). This unique feature enables staff to monitor potential behavioral patterns, or to alert to a potential exclusion zone violation.

Provider’s software **must** have the ability to enter a point in time and address and search all participants that have come within range of the point (e.g. a crime committed in a certain location at a certain time).

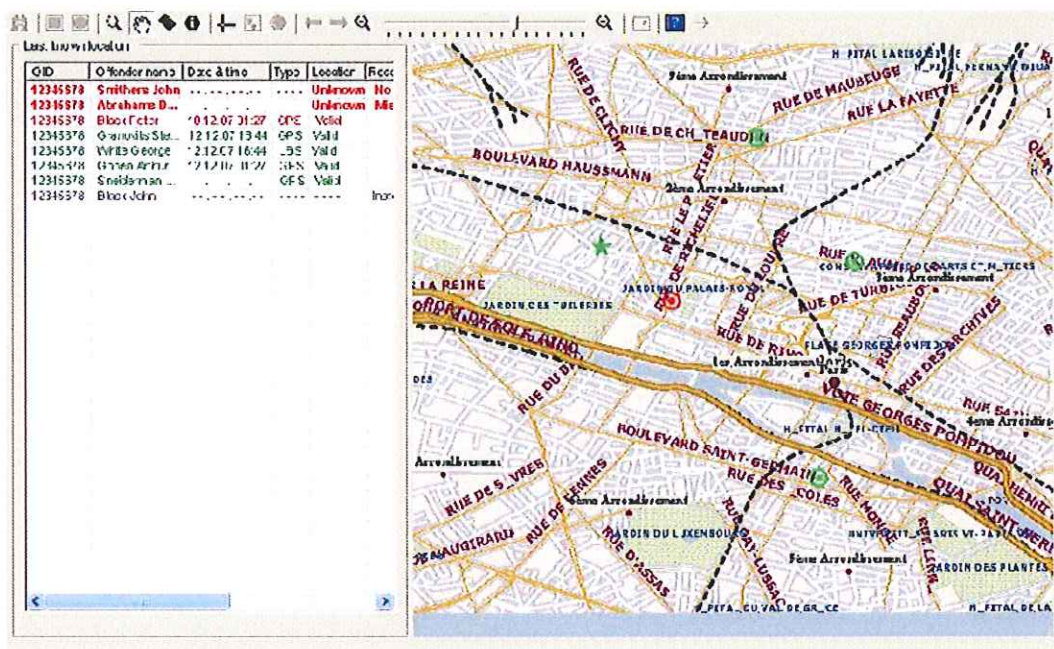
**ElmoTech response:** ElmoTech fully complies with this requirement.

ElmoTech's E3 monitoring platform provides the capability to display upon request, the last known GPS or LBS location of all offenders. It is possible to view the location of all offenders; offenders assigned a specific Agency (region) or Officer.

The offender list displays different location statuses:

- **Unknown Location** – The GPS unit reported the loss of GPS and/or LBS, or the GPS unit is currently in missed call.
- **Valid Location** – The current location of the offender is known. If the status of the location is Violation, the point will be displayed in red. If the status of the location is OK, the point will be displayed in green.
- **New** – The offender has been activated, but there is still no record of the location.





Selecting offender(s) from the list highlights the location on the map. It is possible to select one or more offenders from the list. A filter option is available to display offenders in violation and/or with an unknown location.

Each location on the map displays information indicating the Offender's ID, the date and time of the location point, the transmitter status at the time (Strap tamper, Body tamper, etc), the status of the GPS unit (Exclusion/Inclusion zone violations, charging violations etc), number of satellites, altitude, speed and GSM reception level.

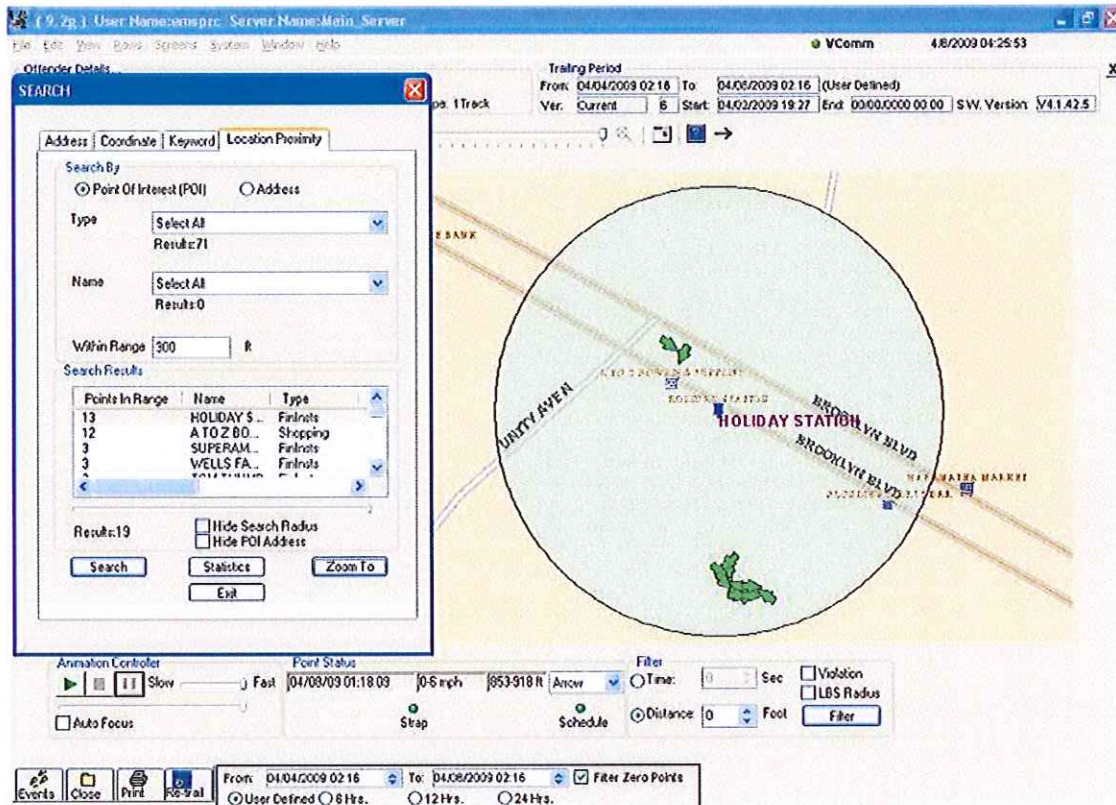
The report can be printed or exported to an Excel file.

In addition, ElmoTech's E3-MWS remote computer applications allow you to do a proximity search from the monitoring center to determine whether an offender's trail has passed within a set distance from a certain location, e.g. the location at which a crime was committed. On the Trail Map, simply add an address as a Point of Interest (POI) then select that POI and add an appropriate range of distance and select Search, and E3-MWS checks if the offender's trail passed within the entered range from the address listed. This is viewed graphically on the map which displays and marks the entered location, displays the entered range as a circle, and displays the offender's trail relative to that location.

As shown in the graphic below, monitoring center personnel can see in both map and table form an offender's proximity to a given location (e.g. crime scene).



The search can be defined for specific offenders, or can check for all offenders. The search parameters may include a specific time or a time range.







### **ALCOHOL DETECTION SYSTEM:**

A secure breath-alcohol detection device that is capable of monitoring alcohol consumption (BAC) by the offender.

**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's MEMS3000 is a highly efficient monitoring system, integrating breath alcohol testing, video identity verification and (with the VBR model) radio frequency presence monitoring into a single home unit.

The MEMS3000 unit utilizes an Electro-Chemical Breath Alcohol Tester (BAT) that is capable of providing highly accurate alcohol consumption assessments by analyzing a deep lung sample, achieving an accuracy rate of  $\pm 5\%$  relative to the actual alcohol level. The sensor offers standard results common to other police and law enforcement alcohol measuring appliances. The BAT is used in conjunction with the Video Display to capture picture, identify and confirm the identity of the subject taking the test.



The Alcohol Module combines several capabilities of a modern electronic monitoring system, while introducing benefits of a remote monitoring setup:

- Manual, automatic and randomly scheduled Remote Breath Alcohol Testing (BAT) with visual confirmation. The Remote Breath Alcohol Testing capability enables monitoring of extensive caseloads with high availability and accuracy on one hand while easing on scarce human resources on the other.
- The MEMS 3000 VBR provides continuous radio frequency presence monitoring using a transmitting Tag (TX) attached to the client's ankle or wrist. The client's presence (or absence) is tracked constantly by radio transmissions passed between the Tag and the MEMS3000 unit. When the client enters or leaves his or her place of residence, the MEMS3000 unit records the event. The MEMS3000 unit then checks the client's stored schedule to determine if the event is a violation.

The MEMS3000 uses the Public Switched Telephone Network (PSTN) and a standard telephone or digital line to verify the presence of an individual (RF and video identity verification) as well as test the individual's alcohol levels at a pre-defined location.



The MEMS3000 has been designed to be extremely flexible with respect to the level of supervision the system can provide, as well as, the subject information that is collected and maintained for management reporting purposes. The level of electronic surveillance imposed on an individual can be easily adjusted by simply adding an RF module, and by increasing or decreasing the number of breath alcohol tests required for each day.

Consumables included at no additional cost.

**ElmoTech response: ElmoTech fully complies with this requirement.**

All consumables will be included at no additional cost. Molded plastic straws are provided to ElmoTech customers for alcohol testing. Molded plastic straws prevent offenders from cutting regular fast food commercial straws and tampering with the test.

The alcohol device **must** transmit a picture of the offender to verify he/she is in fact in the residence.

**ElmoTech response: ElmoTech fully complies with this requirement.**

An interface circuit combines the Video Display with the Alcohol Tester. This Interface circuit tells the Video Display and the BAT when to capture the client's image and when to send the alcohol level test results. The Alcohol Breath Tester combined with the Video Display ensures that both the client and his/her alcohol level are verified.

Pictured below is an example of a test that shows a picture of the client blowing in the unit for both the required test and initial picture during his orientation.





The alcohol device **must** offer random and scheduled outgoing tests to authorized location(s).

**ElmoTech response: ElmoTech fully complies with this requirement.**

Breath Alcohol Tests can be prompted via the following options:

- (1) Randomly
- (2) At pre-defined times
- (3) By the monitoring center operator, as part of an on-demand checking process and within the predefined permitted daily testing hours.

The Alcohol Scheduled Tests are defined per participant. The monitor center user is enabled with the capability to add up to 9 test periods per day, each test defined by the time range when the participant can be tested, as well as the number of tests to perform. The tests will be scheduled randomly by the system according to the schedule configuration, as described above.

The device **shall** offer an automated scheduler preferably in the vendor's software package.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The tests will be scheduled randomly by an automated scheduler built into the system's software package provided by ElmoTech.

The alcohol device **must** have automatic retries for failed tests.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The MEMS3000 recognizes and registers events when a test did not succeed. The client is automatically re-tested upon a positive result (alcohol detected above the allowed threshold). In cases where the client didn't perform the test when prompted or when the client didn't conform to the test instructions, the MEMS3000 generates a pre-defined number of test retries. Error handling parameters are defined for Breath Alcohol Tests and can be defined for agencies or set as default for the system as a whole.

The alcohol device **must** have flexibility with respect to the number of testing periods and frequency of tests.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The number and frequency of tests is fully flexible and defined independently for each participant in the program.

The alcohol device **must** allow the participant to take an on demand alcohol test.



**ElmoTech response: ElmoTech fully complies with this requirement.**

As well as scheduled/random alcohol tests, monitoring center users can also activate manual (on demand) alcohol tests, if and when required. The user can activate a manual alcohol test upon an uploaded violation event (as part of the handling procedure) or as an immediate test.

The device **must** have optional cellular functionality.

**ElmoTech response: ElmoTech fully complies with this requirement.**

For offenders who do not have access to a landline telephone, ElmoTech's MEMS3000 Home Monitoring Unit is available in a cellular version. The cellular MEMS 3000 provides all the same functions and features as the landline type described throughout this section, including RF capability.

The device **must** have RF capability to contain home detention requirements.

**ElmoTech response: ElmoTech fully complies with this requirement.**

The MEMS 3000 VBR Home Unit utilizes the latest E3 generation ElmoTech RF - a receiving unit that receives information about the client's presence and absence and relays this information to the monitor center via standard local and long distance telephone / digital lines. When the client's transmitter is within range of the receiving unit, the system indicates that the offender is home. If the client goes beyond the range of the unit, such as when he/she leaves the premises, the signal from the transmitter is not received and the monitoring center's computer is notified of the absence.

The MEMS3000 Home unit utilizes the "distributed management" concept of other ElmoTech products. It is a smart unit that locally decides if an event is a violation that must be immediately reported, or an action that can be reported at a later stage. The ability to take such a decision is achieved by downloading a set of decision-taking parameters into the Home unit (e.g. the curfew schedule, event types, etc.). Using these parameters, the Home Unit can check a "left" event and decide if it is a scheduled leave or a "left during curfew" violation that has to be reported immediately. The non-urgent action event messages are accumulated in the Home Unit's memory and reported later when the Home Units dials-in to periodically report its status. This distributed (rather than central) decision taking saves 30% or more of the phone calls from the Home Units to the central station.





### **MOBILE MONITORING DEVICE:**

The vendor **must** provide the agency staff with a mobile hand held device with an application to monitor participants while in the field.

**ElmoTech response:** ElmoTech fully complies with this requirement.

Emobile is an interactive web based application which puts caseload information and monitoring functions right on any Window's 6.5 agency phone, or can come pre-installed on a smart phone provided by us. Emobile increases agency efficiency by allowing officers to monitor caseloads and perform monitoring functions anywhere...anytime. Emobile may be used for our entire platform of products. Offender data can be accessed for MEMS3000 (alcohol monitoring), E3RF platform (Continuous Signaling House Arrest), 1Track (Active GPS and Passive GPS Monitoring), 2Track (Active GPS Monitoring and Hybrid GPS Monitoring), STaR (Active, Passive and Hybrid GPS Monitoring) Victim GPS location.

- **Continuous Signaling House Arrest:** Officers may access offender caseload information at any time. Offender status, event log, profile information, and real time offender status can be viewed from the application.
- **Alcohol Monitoring:** Officers can access offender caseload information such as Offender status, event log, profile information, and real time offender status, offender picture, and last connection time. Additionally, officers have the ability to pass or fail alcohol tests, and call offender directly for re-test.
- **All GPS Monitoring:** Officers can log onto the application to view entire GPS offender caseload information. Last known location, schedule, offender information, and event log to determine program compliance.

From the home screen of the Emobile officers can quickly view how many offenders they have in compliance and how many offenders are currently non-compliant. From there the officer can drill down into the details of program non-compliance, contact the offender directly, contact support directly, and contact fellow officers directly from their officer log. There is also a panic button to directly notify local authorities in emergency situations. Emobile automatically updates to ensure all information is in real-time and accurate. Emobile is a valuable tool to help increase the efficiency of agency officers and the overall effectiveness of agency programs. In our case, one application allows access to all program monitoring technologies from a single location.



Shown below is a representation of the Emobile main screen. From here an officer can review their entire caseload, call ElmoTech support or call one of his fellow officers. Those that are in violation or alert mode will show in the red box.

Please review the following pages for the functionality of the Emobile:

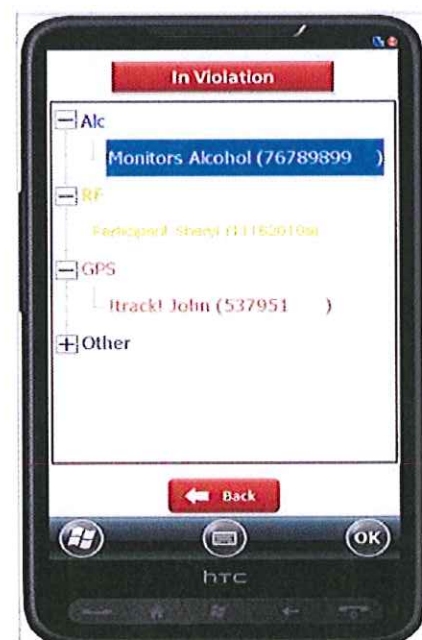
### Emobile MAIN SCREEN



From here an officer can review their entire caseload, call ElmoTech support or his one of his fellow officers. Those that are in violation or alert mode will show in the red box.

To view offenders in violation, select the red box. To view offenders in compliance, select the green box. To view the fellow officer's list, select the officer icon. To call the ElmoTech Support line, select the ElmoTech icon.

After touching the Violation Box, this screen will appear and the officer will see each offender that is in violation or alert mode.

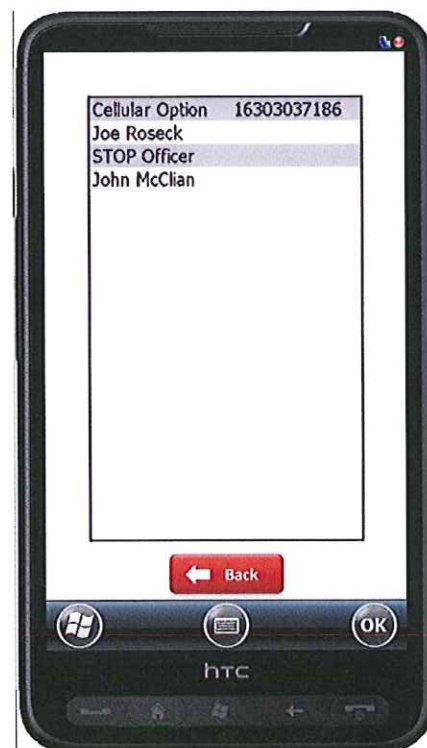






Likewise an officer can review those in compliance mode. When selecting the “plus” sign next to the type of monitoring, a list of offenders in compliance appears.

By touching the officer screen, a listing of their fellow officers will display illustrating both name and their cell phone number. To dial the officer, select their name from the list.





This screen illustrates a compliant home detention participant. This screen will appear if the officer touches the name of this offender

This screen appears once the officer has touched the name of a non complaint GPS participant. This screen will provide the officer with all relevant information regarding the alert and violation.

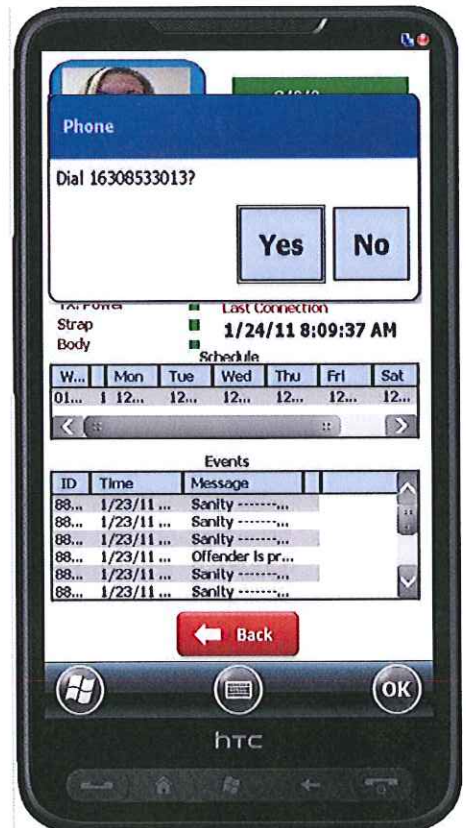






This screen will appear when an officer reviews the non compliant home detention participants who have missed or failed an alcohol test. This screen will provide the officer with all the needed relevant information regarding the alcohol test.

This screen illustrates that the Emobile will call the participant for the officer so he/she can address the violation.





This screen illustrates that the officer can call ElmoTech support. The main screen has the ElmoTech logo and if the officer highlights that logo, it will place a call to ElmoTech.

The mobile monitoring device **must** enable DOC officers to view their current case load status at any given time.

**ElmoTech response:** ElmoTech fully complies with this requirement.

As described in full above, an officer in the field can view his/her entire current caseload status at any given time.

The mobile monitoring device **must** enable officers to contact participants and fellow officers directly from the manufacturer's application.

**ElmoTech response:** ElmoTech fully complies with this requirement.

Because ElmoTech's Emobile application is installed on a smart phone, the officer may use it to contact participants and fellow officers directly from the app.

The mobile monitoring device **must** support all technologies (RF, GPS and alcohol).





**ElmoTech response: ElmoTech fully complies with this requirement.**

ElmoTech's Emobile supports RF, GPS and alcohol monitoring technologies as described in full above.



#### **WARRANTY:**

The vendor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the State of West Virginia under this contract. The vendor acknowledges that the Uniform Commercial Code applies to this contract. In general, the vendor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the vendor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. If problems arise, the vendor will repair or replace (at no charge to the State) the product whose non-compliance is discovered and made known to the vendor in writing. Nothing in this warranty **shall** be construed to limit any rights or remedies the State of West Virginia may otherwise have under this contract with respect to defects in any item or hardware, software, and or firmware delivered, developed, or modified under this contract.

**ElmoTech response: ElmoTech respectfully requests to replace this warranty with the attached Indemnification, Disclaimer of Damages, and Limitation of Liability documents.**





## **ELMOTEC, INC TERMS FOR INDEMNIFICATION; DISCLAIMER OF DAMAGES; AND LIMITATION OF LIABILITY**

### **INDEMNIFICATION; DISCLAIMER OF DAMAGES:**

a) ELMO-TECH Indemnification of Customer - ELMO-TECH will hold the Customer, its officers, directors, agents and employees harmless from damage, liability and expense resulting from negligent or wrongful acts or omissions of ELMO-TECH's agents, employees and assigns, during and within the scope of employment of such persons while they are on the Customer's premises performing installation or maintenance service. This hold harmless provision will not apply to damage, liability or expense resulting from or due to the condition, non function, malfunction or failure of the Equipment or Services, whether or not the failure of the Equipment or Services in any respect arises out of the negligent acts or omissions of ELMO-TECH, its agents or employees, which occurrences shall be controlled by the Limitation of Liability paragraph below.

b) Customer Indemnification of ELMO-TECH – ELMO-TECH is not involved in the selection or identification of those individuals who participate in the electronic monitoring program and Customer assumes full responsibility for supervising such individuals. Customer agrees to indemnify and hold ELMO-TECH harmless from any and all claims and lawsuits with respect to any acts(s) of any person assigned to home detention or curfew utilizing the Equipment or Services provided hereunder, including claims for personal injury, death or property damage to third parties committed by participants in any monitoring program utilizing the Equipment or Services hereunder.

c) Disclaimer of Damages - ELMO-TECH shall not be liable to customer for any indirect, special, incidental or consequential damages arising out of or in connection with the furnishing, performance or use of the equipment, or the performance or nonperformance of the services and/or the obligations undertaken in this agreement, even if such damages were foreseeable or if ELMO-TECH had advance notice of the possibility of such damages. ELMO-TECH's liability for defects or failures in the equipment is limited to repair or replacement thereof, as appropriate. In no event does ELMO-TECH assume any responsibility or liability for acts that may be committed by participants in any monitoring program utilizing the equipment or services hereunder. The equipment is not impervious to tampering or misuse. Its use or assignment is left solely to the discretion of an authorized official.



**LIMITATION OF LIABILITY** - It is understood that ELMO-TECH is not an insurer, that insurance, if any, shall be obtained by the customer and that the amounts payable to ELMO-TECH hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of customer's property or property of others located in customer's premises. Customer agrees to look exclusively to customer's insurer to recover for injuries or damage in the event of any loss or injury and releases and waives all right of recovery against ELMO-TECH arising by way of subrogation. ELMO-TECH makes no guaranty or warranty, including any implied warranty of merchantability or fitness, that the system or services supplied, will avert or prevent occurrences or the consequences therefrom, which the equipment or service is designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of ELMO-TECH to perform any of its obligations hereunder. Customer does not desire this contract to provide for full liability of ELMO-TECH and agrees that ELMO-TECH shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or equipment is designed to detect or avert; that if ELMO-TECH should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$1,000, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ELMO-TECH, its agents or employees. No suit or action shall be brought against ELMO-TECH more than one (1) year after the accrual of the cause of action therefor. It is further agreed that the limitations on liability, expressed herein, shall inure to the benefit of and apply to all parents (both direct and indirect), subsidiaries and affiliates of ELMO-TECH. If customer desires ELMO-TECH to assume a greater liability, ELMO-TECH shall amend this agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by customer for the assumption by ELMO-TECH of such greater liability provided, however, that such rider and additional obligation shall in no way be interpreted to hold ELMO-TECH as an insurer. In the event any person, not a party to this agreement, shall make any claim or file any lawsuit against ELMO-TECH in any way relating to the equipment or services that are the subjects of this agreement, including for failure of its equipment or service in any respect, customer agrees to indemnify and hold ELMO-TECH harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees





**AWARD:**

The contract will be awarded to one (1) vendor with the most complete bid meeting all of the specifications with the lowest total amount.

**ElmoTech response: ElmoTech has read and understands the Award section of this RFP.**



## **PRODUCT INFORMATION:**

Vendor should submit all specifications for all equipment items by providing brand, manufacturer, model, etc. brochures or some other form of specification literature with their bid. Vendors should also provide description of services to meet stated requirements, as well as provide vendor's Quality Control Program and policy on unused monitoring units.

If this information is not provided with the bid, the information will be requested by the Purchasing Division prior to the award of the contract. The vendor will have seven (7) business days from the date of the request to submit the requested documentation to the Purchasing Division.

**ElmoTech response: ElmoTech has read and understands the Product Information section of this RFP.**

**BROCHURES** describing all of our products and services presented in this proposal are attached.

**UNUSED MONITORING UNITS:** ElmoTech will charge only for units that are active (on-leg). While we have no formal policy on the matter, ElmoTech would prefer that WV DOC maintain its supply of unused units (shelf units) at or below 25 per cent of its total stock.

**QUALITY CONTROL:** Quality is the cornerstone of our programs. It is underscored by a solid training foundation coupled with ongoing training, coaching and call monitoring. Every member of the account team is responsible for part of the quality assurance program, as we believe that it each team member brings an important perspective to process. Our philosophy is simply that quality is everyone's job.

The following tools/programs are used to reinforce quality throughout the call centers.

- **Monitoring Form:** This form is used during all monitoring sessions and is used to benchmark an operator's performance. Results from Call Monitoring Forms are used in employee reviews.
- **Side-by-Side Coaching:** Coaching is done by both the Supervisors and Team Leaders. The coach double-jacks the phone and offers immediate feedback as they listen to live calls.
- **Call Monitoring:** Monitoring is done both live and taped. Calls are evaluated using the Call Monitoring Form, which are reviewed with the Agent after the





session.

- **Refresher Training:** Additional training is done to introduce new aspects of a program, reinforce current information, or introduce a new skill or selling technique. When an operator's knowledge or skills are identified as below par, remedial training sessions are conducted. Refresher training is conducted at least once a month

We utilize the Tantacomm DART VUE system to monitor our operators from a quality perspective. At present, DART VUE is only utilized for monitoring customer contacts via the phone. We will be undergoing due diligence to expand the DART VUE function for email and chat in 2011. Currently, we are able to measure quality results for our clients with these functions through our client's platforms.

We provide on-going feedback to operators through frequent monitoring. Operators are monitored, daily, on a random basis without notice.

The operator is scored by a list of measures and minimum performance standards. A report is generated and placed in the operator's file, for the duration of their employment.

Quality Assurance provides prompt, individualized feedback for the delivery of education. Any areas needing improvement, the supervisory staff would provide the necessary educational and motivational tools to assist the operator to achieve our quality standards and those of the Agency. The Quality Assurance team and Supervisory staff attend "calibration sessions" to ensure that everyone is listening for consistency on subjective and objective measures.

Our DART VUE system provides a single view of a Program's Quality measurements from both an operator and Program perspective. The system captures interactions based on pre-determined criteria in random, selective, scheduled, or record-all-interaction modes. We have the ability to review interactions by schedule, operator, product / service, date / time, location, disposition code, phone number, and more.

Catering to the needs of our clients, the Quality Assurance Department is readily available to accommodate both impromptu and scheduled remote monitoring sessions. Working closely with the Agency to ensure that all call quality standards are achieved is of the utmost importance.

We will provide the Agency with on-site and remote monitoring access for calibration, quality purposes and monitoring of marketing efforts and customer experience. We recognize the importance of keeping our clients engaged on the front-line for ultimate success of the programs.



Via our remote monitoring you can call in anytime of the day or night to monitor calls without the assistance of We staff. Each Agency is given a unique keycode and listing of DNIS (dialed number identification service) that are always client specific. These safeguards ensure that our client's only have access to their customer and not to the customer's of any other client.

#### Manufacturing Quality Assurance

ElmoTech's management place a great significance to the quality of the products supplied by the company. To achieve a high level of quality ElmoTech has established and is maintaining a quality system as a means of ensuring that process, products and services conform to specified requirements. ElmoTech's Quality Assurance system for the project are derived from ElmoTech's ISO 9001:2008 and ISO 14001:2004 standards of operation. ElmoTech's Quality Assurance activity is audited, four times in a year, by representatives of the Israeli Standards Institute (ISI) as part of ISO 9001: 2008 and ISO 14001:2004 authorization.

Quality assurance activity takes place in each and every aspect of the company activity starting from contract review, development, production and shipments to the maintenance and support phases of each project.

An independent Quality Assurance manager is in charge for ElmoTech QA activity.

#### Design Control

In order to ensure that the design meets the requirement the following activities shall be performed:

- Design reviews, as required by the contract and as anyhow stem from ElmoTech's development methodology, shall be conducted, in order to ensure that the design and development output meet the design input requirements.
- Software and hardware verification and qualification tests shall be conducted according to a prepared test plan.
- ElmoTech's procedures for the identification, documentation, review and approval of changes and modification shall be enforced throughout the development life cycle of the project.

#### Process Control

All products supplied for this project shall be manufactured per ElmoTech's work instructions, which define the way each and every product should be





manufactured. Quality assurance activity is performed, at the various production stations, for monitoring and control of suitable process and product characteristics.

The production stations are protected against ESD damages with special anti ESD floor and table mats which are connected to the ground and the technicians are wearing wrist straps which are also connected to the ground.

All measuring and test equipment in the Production and R&D departments have been calibrated by an approved laboratory (ISO/IEC Guide 25) traceable to international standards.

#### Inspection and Testing

ElmoTech QC shall perform reception testing to ensure that incoming products (from suppliers and sub-contractors) are inspected for conformance to specified requirements. This verification is done according to documented procedures.

All the products to be supplied for this project shall be tested according to the relevant final-test-procedure before shipped to the customer.

#### Corrective actions

ElmoTech preventive and corrective actions include investigating the cause of nonconforming products and the corrective actions needed to prevent recurrence.

#### Calibration of measuring and test equipment

All measuring and test equipment in the Production and R&D departments have been calibrated by an approved laboratory (ISO/IEC Guide 25) traceable to international standards.

#### Internal Quality Audits

The QA manager plans and schedules internal quality audits in order to verify whether quality activities comply with planned arrangements and to determine the effectiveness of the quality system intended for this project.



## **OPTIONAL EQUIPMENT/SERVICES**

### **ElmoTech's E3 Voice**

ElmoTech is pleased to offer our E3 Voice voice verification system for West Virginia Department of Corrections' consideration. Pricing for this option is included on our pricing sheet. We hope that you find this to be a valuable addition to your monitoring system.

#### **Introduction to Voice Verification**

ElmoTech's voice verification system is a biometric authentication tool that uses an individual's voice signature to ascertain their identity and compliance with a restrictive regime.

E3 Voice inherent features make it a useful stand-alone monitoring tool as well as a powerful add-on to other monitoring solutions:

- Multi lingual
- Monitoring in multiple locations
- Incoming and outgoing verification calls
- Tight security mechanisms, tailored specifically for the offender monitoring environment
- Quick enrolment process

The E3 Voice system uses licensed voice verification technology developed by Persay, a leading provider of biometric speaker verification products. Persay's technology enables reliable and cost-effective verification of callers by their voice over the phone in just a few seconds. Language and accent-independent, Persay's product harnesses the biometric qualities of the human voice, the same way fingerprints, iris scanning or other physiological characteristics are used to verify identity. ElmoTech receives ongoing first-line support from Persay's technical staff as needed.

The E3 Voice verification system supports multiple languages, local accents and dialects, including native and non-native speakers. The individual voice signature created during the enrollment process, is based on distinct speech characteristics, which are identifiable regardless of the languages or accents, enabling significantly improved performance in multi-dialect environments. The E3 Voice authentication engine is based on an "acoustic recognition" principle. The recorded voice samples create individual and unique voice signatures. By obtaining accurate voiceprint identification samples from offenders/other monitored individuals and comparing them to the enrolment samples, the electronic monitoring system provides a positive and reliable means of validating compliance.

#### **Operational Concept and Principles**





In a speaker verification system, a speaker “claims” some identity, and the system should reach a decision whether this claim is correct or wrong, using a sample of the speaker’s voice.

In order to reach this decision, the system checks two assumptions: the first assumption is that the claim is true, and the other assumption is that the claim is false.

In order to check that the claim is true the system compares the sample of the speaker’s voice with a voice signature that matches the claimed identity. Checking that the claim is false requires similar comparison of the voice sample with voice signatures of other speakers.

There are two probabilities: the probability that the speaker in the voice sample is the same speaker as in the voice signature, and the probability that the speaker in the voice sample is someone else. When the first probability is higher, we can decide that the claim is true; when the second probability is higher, we can decide that the claim is false.

Three primary procedures are required to set up the E3 Voice Verification system:

1. Environment sampling - audio pool collection
2. Calibration – creating a background model
3. Tuning – working point definition

#### ▪ **Environment Sampling - Audio Pool Collection**

The purpose of the environment sampling phase is to collect audio samples of speakers in the designated working environment. The collected audio will be later used in the calibration phase to represent a ‘background model’ of the speakers in this specific environment.

#### ▪ **Calibration**

Checking that the speaker in the voice sample is “someone else” requires a voice signature of that “someone else”. The common approach to do so is to use one voice signature, created from audio of many speakers, to represent the voice of that “someone else”. This voice signature, sometimes called Rest-of-the-World model, or Background Model, represents the “average” speaker in the system. It actually describes the local environment, in terms of password types, communication channels, gender mix, local language and accent.

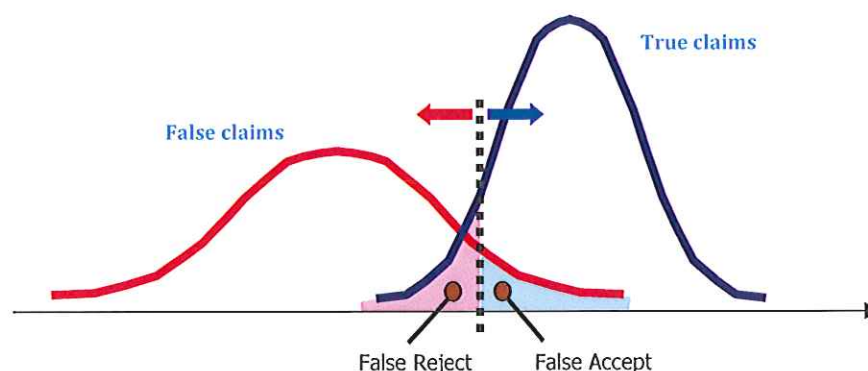
#### ▪ **Tuning**

When a speaker verification system gets a voice sample for testing, it computes the probability of match between the voice sample and the voice signature of the target speaker, and also the probability of match between the voice sample and the background model. The final score of the system is the ratio of these two probabilities, or, as is more often used, the logarithm of this ratio or some other function of it.

In order to reach a decision, this final score is compared with a threshold. If the score is higher than the threshold, the claim is accepted; otherwise, it is rejected. Ideally, we expect that all score obtained for correct claims will be high, where all scores obtained for wrong claims will be low.

However, in reality this is not the case, and some correct claims get low scores, while some wrong claims get high scores. Therefore, any setting of the decision threshold results in some false decisions: a low value of the threshold will lead to many false accept decisions, while a high value of the threshold will lead to many false reject decisions.

Figure 1 shows the distribution of scores obtained from some hypothetical system, for both correct and wrong claims. Also shown are the decision threshold and the resulting false decision areas.



**Figure 1:** scores distribution and decision errors

In order to set the decision threshold at the optimum point, prior to operating the system, we recommend performing a small-scale experiment, called Tuning, using audio from several speakers. In this experiment we measure the distribution of scores as shown in figure 1, and estimate the Decision Error Tradeoff (DET) curve. We can then set the decision threshold at the required working point.

The default threshold value determined by ElmoTech prior to the Tune Up process is set to 86.

The enrolment process is simple and can be performed from any phone. Voice verification tests are initiated automatically (in accordance with offenders' pre-defined schedules on random or set times) or manually (by the monitoring center operator as part of a random checking process and within the predefined permitted daily testing hours), as required by program's operators. The system stores the test results and enables the monitoring center operator to view and print out a detailed report of the voice verification tests history of each offender. Schedule modifications can be performed remotely, through the monitoring software.





After an initial calibration, the E3 Voice system provides an accuracy rating of over 97% and as a result, the authentication of the subject's identity is highly reliable and the rate of false identification or rejections is minimized.

The E3 Voice system can call enrolled individuals on a random, scheduled or manual, on demand basis at any number of locations (e.g. home, work or family). During each call, the Electronic Monitoring System asks the client to repeat a number of randomly selected phrases or passwords. The new voiceprint taken is compared with the offenders' voiceprint created during the enrollment process.

The Voice Verification module also enables receiving inbound (incoming) calls from individuals at pre-defined times according to their schedule, and simultaneously verifies their identity. This is a useful option for individuals that are required to report in at designated time frames, for those who are physically at a location where the phone is used by other individuals who are not part of the program, or when location verification is required.

In order to verify offender's location, the E3 server utilizes the Caller ID feature provided by the phone company, when applicable. The server automatically checks each incoming call and the number used to call in is compared with the number that was expected to dial in. When the "Caller ID" feature is not available, the subject will be requested to type in the phone number and the system will phone him back. Once authorized (via comparison with offender's predefined schedule and location restrictions), the system will perform the verification test and generate the appropriate event in the monitoring system.

The screen below illustrates an offender's schedule. A curfew / testing location can be assigned for each testing period in the offender's curfew schedule. A testing location could be an alternate accommodation address that may be frequented by the offender.

In addition to the curfew schedule, each offender is assigned with a voice test schedule. The voice test schedule determines the testing time periods as well as the test type (i.e. incoming, outgoing or combined incoming & outgoing).

**Curfew Schedule**

Week No.	32	Program Start:	27/07/2005 15:00	Program Ends:	01/12/2005 12:00	Curfew Length:	127					
	Monday 03/08/2005	Tuesday 04/08/2005	Wednesday 05/08/2005	Thursday 06/08/2005	Friday 07/08/2005	Saturday 13/08/2005	Sunday 14/08/2005					
	From	To	From	To	From	To	From	To				
1	03:30	17:30	03:30	17:30	03:30	17:30	03:30	12:00	12:00	17:00	12:00	17:00
	Work		Work		Work		Work		Parents		Parents	
2			19:00	21:30								
			Parents									

**Voice Tests Schedule**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday								
	From	To	#	From	To	#	From	To	#	From	To	#	From	To	#
1	08:45	08:45	1	08:45	08:45	1	08:45	08:45	1	12:30	12:30	1	12:30	12:30	1
	Incoming			Incoming			Incoming			Incoming			Incoming		
2	09:30	17:00	2	09:30	17:00	2	09:30	17:00	2	09:30	11:30	1	16:30	16:30	1
	Out & In			Out & In			Out & In			Incoming			Incoming		
3	20:00	22:00	2	20:00	22:00	2	20:00	22:00	2	15:00	17:00	2	20:00	22:00	2
	Out & In			Out & In			Outgoing			Out & In			Out & In		



The Electronic Monitoring System manages the entire conversation, using stored groups of commands. Random calling and voice sample variations make it difficult for the monitored individual to outguess the remote monitoring system.

## System Configuration

ElmoTech's E3 High Availability (HA) central integrated monitoring system provides the capability to perform voice verification tests through either outgoing or incoming calls.

The same CMS Server and database is used for storing call-out and call-in monitored individuals' data, their authorized schedules, verification result log, etc. The utilization of such an integrated solution provides the same high availability, and mirroring capability for all types of compliance tools (i.e. home curfew, GPS, Alcohol, Voice), thus reducing the cost and resources required for maintaining the central monitoring system.

A Voice Verification Gateway Computer (VVGC) is used as an interface between the Central Monitoring Server (CMS) and the monitored individuals. Verification requests are generated by the CMS and transferred to the VVGC. The VVGC, using a Dialogic voice board, calls the monitored individuals, prompts them for a random sequence of passwords, receives the voice responses, compares it to the stored voice samples (which was taken during the enrollment process), and inserts a success/failure messages into the CMS database. The VVGC also controls re-dial attempts due to line availability/no-answer as well as conducting the voice sampling process during the enrollment procedure. In addition to managing random/scheduled outgoing verification calls to called-out individuals, the VVGC responds to incoming calls from call-in individuals. Using Caller ID information, and the data stored in the CMS database, the VVGC compares the source call location with a single or multiple authorized locations for the monitored individual and generates a success/failure message. If the incoming call does not bear Caller ID information, the VVGC calls the offender at their predefined location according to their schedule.

As any other event message (which may be generated by other compliance tools), the CMS displays the event on the workstation's monitoring screen, and it distributes notifications either automatically or per monitor personnel request to pre-define or on-line selected addressees. Event notifications can be sent via fax, pager, SMS, or e-mail.

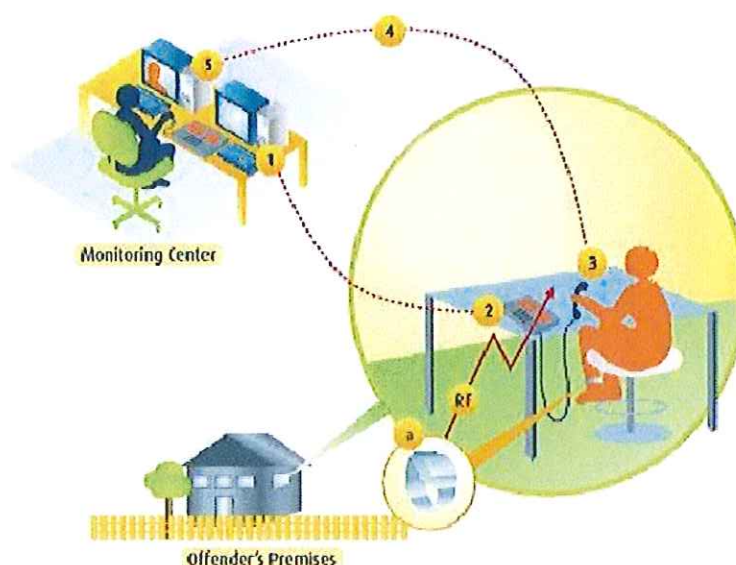
In order to minimize system complexity, in terms of initial and maintenance costs, the Voice Verification Gateway software shares the same hardware platform with the Data Communication Computer.

Further to the successful enrollment of the individual within the voice verification system, the main testing procedures are explained by the following steps:

1. The monitoring center calls the client automatically on a random scheduled or on-demand basis.



2. The monitored individual answers the incoming call and then receives clear, automatically prompted instructions (available in multiple languages).



3. The monitored individual, according to one's uniquely defined instructions, then repeats a number of randomly selected phrases or passwords.
4. The client's vocal sample is then transferred to the voice verification engine for analysis and matched with the pre-recorded voiceprint created during the enrollment stage.
5. The voiceprint verification result, pass or fail, is immediately reported to the monitor center.
  - (a) Voice verification testing can be integrated with radio frequency presence monitoring.

## Integrated Monitoring Tools

The integrated monitoring platform concept enables seamless integration of a voice verification module with a home monitoring system to enhance RF presence monitoring. For example, subject may be monitored via RF during night time, while during the day; they are required to call the monitor centre from predefined locations according to a set schedule, in order to ensure their compliance.

**Superior Law Enforcement Technologies**

## **E3<sup>®</sup> RF and E3<sup>®</sup> RF-Cell Presence monitoring systems**

Elmo-Tech's RF technology was developed with a long-term view to customer technology needs when it comes to presence and home detention monitoring. These RF presence monitoring systems are powerful, comprehensive monitoring tools, designed on the basis of a decade of cumulative field experience and marked feedback. The E3<sup>®</sup> RD/E3<sup>®</sup> RF-CELL Presence Monitoring System ensures our clients all their monitoring needs are accounted for and securely performed, while enabling careful management of operational resources.

### **Triple tamper transmitters**

- ▶ Simple, fast installation
- ▶ Highly secured
- ▶ 2 or 3-year batteries
- ▶ Re-usable straps
- ▶ Shock resistant, and waterproof







# Excellence

**“We are what we repeatedly do.  
Excellence, then, is not an act, but a habit.”  
-Aristotle**

**COR61536**  
**ELECTRONIC MONITORING (EM)**

Vendor must provide pricing for complete monitoring services.

Item #	Description	Estimated Quantity	Unit Price Per Day	Times 365 Days	Total Price Per Year
1	0-100 RF Landline Unit	100	\$2.05	365	\$74,825
2	101-200 RF Landline Unit	200	\$2.00	365	\$146,000
3	201 + RF Landline Unit	300	\$1.76	365	\$192,720
4	RF Cellular units	35	\$3.42		\$43,691
4	0-50 Drive-By-Units	50	0	365	
5	0-35 GPS Passive Units (1 minute points)	35	\$2.50	365	\$31,938
6	0-35 GPS Active Units (1 minute points)	35	\$2.80	365	\$35,770
7	0- 100 Remote Alcohol Detection Systems Landline w/RF	100	\$4.50	365	\$164,250
8	0-50 Cellular Remote Alcohol Detection Systems w/RF	50	\$5.50	365	\$100,375
9	0-25 Mobile Monitoring Device	25	\$1.80 First 24, no charge	365	\$657
				<b>Grand Total</b>	<b>\$ 790,225</b>

Company Name: ElmoTech, Inc  
Address: 1838 Gunn Hwy  
City, State Zip: Odessa, FL 33556  
Phone No.: 813-749-5454  
Fax No.: 813-749-5474  
Contact Name: John McClain

Failure to use this form will result in automatic disqualification.



COR61536  
ELECTRONIC MONITORING (EM)

OPTIONAL PRICING

Description	Unit Price Per Day Monitored
Active 2TRACK (GPS)	5.35
Active 1TRACK (GPS)	4.05
Voice Verification	1.00
MEMS landline VB (alcohol only)	3.37
MEMS Cellular VB (alcohol only)	3.97
eMobile	1.80

Company Name: ElmoTech, Inc.  
Address: 1838 Gunn Hwy.  
City, State, Zip: Odessa, FL 33556  
Phone No.: 813-749-5454  
Fax No.: 813-749-5474  
Contact Name: John McClain

RFQ No. CDR61536STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**Vendor's Name: ElmoTech, IncAuthorized Signature: \_\_\_\_\_ Date: 9/23/11State of IllinoisCounty of La Salle, to-wit:Taken, subscribed, and sworn to before me this 23 day of September, 2011.My Commission expires 09/02/2012, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Rebecca Walker



## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ElmoTech, Inc

Signed: \_\_\_\_\_

Date: 9/23/11

Title: General Manager

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

ATTACHMENT  
P.O.# COR61536

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature

Date

General Manager

Title

ElmoTech, Inc

Company Name

Signature

Date

Title

Agency/Division



WV-96  
Rev. 10/07

# AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: ElmoTech, Inc

Signed: \_\_\_\_\_

Title: General Manager

Date: 9/23/11