

**SANTA FE COUNTY  
SERVICES AGREEMENT  
WITH BI, INCORPORATED  
TO PROVIDE ELECTRONIC MONITORING SERVICES**

**THIS AGREEMENT** is made and entered into this 18<sup>th</sup> day of November, 2010 by and between Santa Fe County, hereinafter referred to as "the County," and BI, Incorporated, a New Mexico corporation with a principal address located at 6400 Lookout Road, Boulder CO 80301, hereinafter referred to as "the Contractor."

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2011-0010-CORR/PL, for the provision of the services; and

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purposes of determining the most qualified Offeror, the County has determined Contractor as the most responsive and highest rated Offeror; and

**WHEREAS**, the County desires to engage the Contractor to render certain services as described in the RFP, and the Contractor is willing to render such services; and

**WHEREAS**, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall:

- A. Provide reliable and cost effective electronic monitoring services and alcohol testing with radio frequency (RF) and global positioning system (GPS) capabilities, ~~and be responsible for the installation of transmitters and electronic monitoring units.~~ (use)
- B. Supply all equipment, monitoring, maintenance of equipment, service, insurance, and training to the Santa Fe County Corrections Department. AS
- C. Provide the following system requirements and services:
  - a. Provide an electronic monitoring system that will monitor, check and verify a person's presence or absence at a specified location during specified time periods, and that will report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system. Contractor shall report such occurrences to the Santa Fe County Corrections Department in accordance with the level of monitoring service, as mutually agreed upon between Contractor and the County.

- b. Provide a breath alcohol and/or transdermal alcohol monitoring system which detects the presence of alcohol consumed by offenders and reports the monitoring data to a central computer system as well as equipment malfunctions and tampering. Contractor shall report such occurrences to the County Corrections Department in accordance with the level of monitoring services, as mutually agreed upon between Contractor and the County.
- c. Provide a system capable of continuous signaling, RF and GPS based transmitter and receiver monitoring, random calling monitoring capability, and text messaging, beeper, fax, email, and/or telephone notification capability.
- d. Provide a system capable of using RF land line and/or GPS equipment to communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories shall be specifically designed for electronic monitoring house arrest and alcohol monitoring and shall not be an adaptation of readily and commercially available products.
- e. Provide monitoring equipment that can be easily attached to each offender, and easily installed on a land or cellular line.
- f. Provide a central computer system to be located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It shall also provide a reliable and secure means of transmitting data between the central computer and the offender's monitoring equipment.
- g. Provide staffing at its monitoring center to continuously monitor the computer system twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year in order to promptly detect unauthorized absences, late arrivals, alcohol violations, equipment malfunctions and tampering, and to respond promptly to inquiries from the Corrections Department.
- h. Provide the necessary on-site training as well as provide all essential manuals for equipment and systems operations, on-going support to the Corrections Department employees, and follow-up training and support as needed and requested.
- i. Provide a detailed logistical process to be used to provide and deliver equipment under this Agreement and describe how inventory and equipment replacement will be coordinated with the Corrections Department.
- j. Provide details regarding the process and procedures required to enroll offenders on the system.
- k. Provide details on how changes in curfew schedules will be accomplished between the Corrections Department and the Contractor.
- l. Provide detailed plans for maintenance of equipment, repairs, upgrades and

replacement. Contractor shall maintain equipment and inventory in proper working condition.

- m. Charge for actual usage of equipment on actively enrolled offenders only.
- n. Inform the County of new technologies and equipment as it becomes available on the market.

**D. Provide a description of Equipment**

**a. Manufacturer of equipment**

- i. Name, address, and phone number of manufacturer
- ii. Contact person
- iii. Length of time equipment has been used by Offeror

**b. Provide brief overview of system operation and how equipment works.**

**c. Central computer system. The Contractor shall provide a central computer system capable of automatically initiating and receiving alerts to/from the participant's location to communicate with the participant and the monitoring equipment.**

- i. The computer system will be located at a secure office location.
- ii. The computer system will have an uninterruptible back up power-supply, which will enable the computer to continue running in the event of a power outage. (Indicate memory loss that occurs).
- iii. The system will provide for an orderly back up of data on (at least) a daily basis to prevent data loss due to system failure.
  - Indicate how long back up will sustain computer operations.
  - Describe procedures for back up of data.
- iv. The computer system shall be capable of continuously initiating, receiving and storing all alerts, breath analysis results and voice responses of the participant and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses shall be permanently recorded on tape for later playback and analysis for substance abuse, unusual responses and additional identification. All data shall be continuously stored electronically, printed out on line in real time and later shall be printable in various report formats as required.
- v. The computer system shall have the ability to perform random calling within at least six (6) different curfew periods per day on customized schedule for each participant. In the event an offender's unauthorized absence is reported by the RF and/or GPS portion of the system, the computer system must have an automatic call back feature and provide immediate 100% accurate verification that the offender is or is not present.
- vi. The computer system shall be capable of retaining relevant

information for each participant, including name, address, phone number, equipment serial numbers, case name, and other pertinent information.

- vii. The computer system shall have an alert system so that the Contractor's monitoring center will notify the Corrections Department by text messaging, telephone, beeper, email, fax of any unauthorized absences, late arrivals, equipment malfunctions or tampering upon its occurrence indicating the offender's name or unit number and violation type as agreed to and arranged by the Corrections Department.
  - List and describe reports that can be generated by system and sent to the Corrections Department.

d. Transmitter worn by offender

- i. The transmitter must be small, lightweight and easily installed on the offender's ankle or wrist with minimal training and experience of the installer.
  - List types of alcohol and curfew monitoring equipment available in two pieces of equipment.
  - List types of alcohol and curfew monitoring equipment available in one piece of equipment.
  - List size, weight, installation procedure and time, special tools required of all equipment, also include procedure and time for replacing straps.
- ii. The transmitter must comply with all applicable Federal Communications Commission rules and regulations and must be registered with the FCC.
  - The Contractor shall provide the FCC registration number.
- iii. The transmitter shall send an individually coded signal that has a range of approximately 150 feet.
- vi. The transmitter must be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions.
- v. The transmitter must not pose a safety hazard or unduly restrict the activities of the offender.
- vi. The transmitter and band must be hypoallergenic.
- vii. The transmitter must be field programmable.
- viii. The transmitter will have a totally passive offenders' identifier unit which will be used to automatically, immediately and accurately confirm its presence when a telephone call to the location is initiated by the central computer system.
- ix. The transmitter will be battery powered and have a one (1) year minimum continuous operating life without need for battery recharging or replacement.
- x. List battery shelf life, operating life, and how battery is replaced.
- xi. Transmitter operating RF and/or GPS

- Shall not interfere with or be interfered with by use of radio transmitters normally used by police/corrections officials, electronic security systems, or other radio devices.
- xii. The transmitter coded radio signal shall not be the same as any commercially available product and will be designed to discourage tracing and duplication of the signal by an offender or an accomplice.
- xiii. The batteries powering the transmitter shall be easily replaced in the field and will not require replacement of either the transmitter or the receiver/monitor in the home.
- xiv. The strap and any required fasteners must not be available to the general public either commercially or through any mail order outlet.
- xv. The transmitter must be capable of being securely attached to the offender in such a manner in which efforts to tamper with or remove the device are detectable, and the strap and circuitry within the transmitter must enable the transmitter to immediately notify the central computer (when in range of the receiver) of any tamper attempt or removal from the offender. This would include severing the strap or removal of the transmitter without severing the strap.
- xvi. Tamper Resistant Features
  - The transmitter must transmit a specific "Tamper" signal immediately when it has been tampered with.
  - If tampered with out of range of the receiver, the tamper signal will still be present and recorded by the receiver when the transmitter returns within range of the receiver. If GPS, the unit should call out tamper within five (5) minutes.
  - The tamper signal will continue to be transmitted to the central computer until reset by authorized agency personnel.
  - Describe how tamper resistant features operate.
  - Describe under what conditions or circumstances a false tamper alarm will be produced.
  - Describe in detail any known instances where an offender has defeated the resistant feature.
  - Describe what must be done to reset the tamper feature.

**e. Receiver/Dialer/Monitor**

- i. The receiver/dialer/monitor must comply with all applicable Federal Communications rules including, but not limited to, 47 CFR Parts 15 and 68 and shall be registered with the FCC. The Contractor shall provide the FCC registration number.
- ii. The receiver/dialer/monitor shall be capable of being easily attached to the offender's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug.
  - Describe method of installation and time involved.
- iii. The receiver/dialer shall accept and activate reporting activities only from the unique signal of the corresponding transmitter attached to that one participant.

- iv. The receiver/dialer shall detect attempts to simulate or duplicate the offender's transmitter signal and immediately report this to the central computer system.
- v. The receiver/dialer shall be powered by 100 volt AC line current, with an internal battery back-up capable of providing a minimum of 48 hours of continuous operating power in the event of a 110 AC power loss.
- vi. The receiver/dialer shall contain an internal clock and a memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
- vii. The receiver/dialer shall be capable of seizing a telephone line when not in use, and deliver courtesy "alert beeping tones" on a line in use; in order to initiate communications with the central computer system.
- viii. The receiver/dialer shall be capable of receiving the radio signal from the participant's transmitter within the specified range of approximately 150 feet without undue obstruction from metallic objects or interference from household electronic equipment.
- ix. The receiver/dialer shall not pose any health or safety hazard to the offender or others and shall function reliably under normal environmental and atmospheric conditions.
- x. Surge protectors shall be built-in or provided for incoming power and telephone lines which are designed in accordance with the receiver/dialer's manufacturer's recommendations to be fully compatible with the proposed receiver/dialer equipment.
- xi. The receiver/dialer shall be capable of being easily installed within 20 minutes or less on average and made operational by Corrections Officers, following the training and instructions provided by the Contractor.
- xii. The receiver/dialer shall be able to detect the following events and immediately communicate them to the central computer with the time of occurrence:
  - arrival of transmitter within range of the receiver/dialer
  - departure of transmitter out of range of the receiver/dialer (subject to a present time interval)
  - cutting or removal of the transmitter attachment strap from the offender
  - loss or restoration of 110 AC power
  - tampering with receiver/dialer including attempts to gain unauthorized access to the internal mechanism
  - disconnection and restoration of telephone service (disconnection must be communicated as soon as service is restore and any other alerts that occur during disconnection).
  - attempts to simulate or duplicate the radio signal by a device other than participant's own transmitter
- xiii. The receiver/dialer shall automatically communicate with the central computer at preset intervals with a maximum of six hours or less, if no participant activity is detected. This will present status reports and

indicates that it is connected and functioning properly.

**f. Maintenance, Repair and Service**

- i. Contractor shall maintain all equipment and spares in good operating condition and will provide prompt repair, replacement and service.**
- ii. Contractor shall provide remote service and diagnostics from its service facility, on the Corrections Department monitoring system as required while the system is in full monitoring operation.**
- iii. Contractor shall provide a free telephone hot line support/service center. Each service/support location must have the ability to electronically access the system for the purposes of performing remote diagnostics.**
- iv. Contractor shall be able to ship equipment within five days of request or within five days of promised delivery date. Contractor must be able to ship equipment overnight in emergency cases.**
- v. The equipment must be under warranty and maintenance agreement with the manufacturer. The County must receive all revisions to equipment, as they become available, at no additional cost. The Contractor must include warranty information in its response.**
- vi. At no additional cost, Contractor shall supply a 10% spare level of equipment to be maintained at the County's office for use as immediate replacements, when needed.**
- vii. Contractor must supply a reasonable amount of consumables, such as straps and batteries, at no additional charge while equipment is under a lease or maintenance contract.**

**E. Customer Support**

- a. Contractor shall supply an account manager who is trained, certified, and periodically recertified by the original equipment manufacturer (OEM) of the equipment provided for this program. The account manager will provide, at a minimum, the following services:**
  - i. Assistance with inventory management, including ordering, returning, and repairing/upgrading equipment. On-site initial training and refresher training at local offices as requested by the County.**
  - ii. Trouble shooting assistance, including on-site installation assistance as requested by the County, and emergency on-site assistance**
  - iii. Liaison between the County and the monitoring center or internal account representative, engineering, corporate headquarters.**

**F. Customer Training**

- a. Contractor must provide to County personnel, at no additional cost, all training necessary to implement and manage the program successfully. Training must include training and reference materials.**
- b. Contractor must provide initial field equipment training at County site, at no charge, along with follow up trainings as requested by agency staff. Regular**

software application trainings must be available via the Internet, and on-site if requested.

**G. Insurance Requirements On Equipment**

a. The Contractor's equipment shall be insured at 50% insurance coverage for loss or missing equipment or the cost of repairs necessitated by County's negligence and 100% for the damage or destruction of the equipment by parties other than Contractor or County.

**2. COMPENSATION AND INVOICING**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed \$492,000, exclusive of gross receipts tax.

The County shall pay Contractor in accordance with Exhibit A cost schedule attached hereto for services performed.

B. The Contractor shall submit, on a monthly basis, a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

**3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate two years later, unless earlier terminated pursuant to Section 4,

“TERMINATION,” of this Agreement.

#### **4. TERMINATION**

- A. **Termination of Agreement for Cause.** Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. **Termination for Convenience of the County.** The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### **5. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

#### **6. PERSONNEL**

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of nor have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### **7. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the

County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **8. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **9. INDEMNITY**

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel shall be retained to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **10. RECORDS AND INSPECTIONS**

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and

records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

#### **11. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

#### **12. PERMITS, FEES, AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

#### **13. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

#### **14. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

#### **15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS**

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**16. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**18. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**19. EQUAL OPPORTUNITY COMPLIANCE**

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**20. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out

of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.

**22. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**23. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**24. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**25. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**26. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**27. INSURANCE**

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the

policy.

- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

**29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to complete and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**30. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County  
Legal Department  
102 Grant Avenue / P.O. Box 276  
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

BI, Incorporated  
Attn: Michael Hankerd  
6400 Lookout Road  
Boulder, CO, 80301

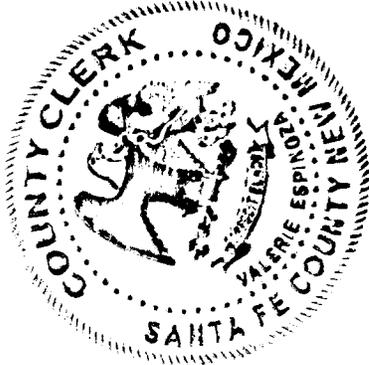
**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

[Signature]  
Harry Montoya, Chairman  
Santa Fe County Board of Commissioners



**ATTEST**

[Signature]  
Valerie Espinoza, Clerk

**APPROVED AS TO FORM**

[Signature]  
Stephen C. Ross  
Santa Fe County Attorney

11-8-10  
Date

**FINANCE DEPARTMENT APPROVAL**

[Signature]  
Teresa C. Martinez  
Santa Fe County Finance Director

11/9/2010  
Date

**BI, INCORPORATED**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

**FEDERAL IDENTIFICATION NUMBER: 840769926**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

[Signature]  
Harry Montoya, Chairman  
Santa Fe County Board of Commissioners



ATTEST

[Signature]  
Valerie Espinoza, Clerk

APPROVED AS TO FORM

[Signature]  
Stephen C. Ross  
Santa Fe County Attorney

11-9-10  
Date

FINANCE DEPARTMENT APPROVAL

[Signature]  
Teresa C. Martinez  
Santa Fe County Finance Director

11/9/2010  
Date

BI, INCORPORATED

[Signature]  
(Signature)

11/17/10  
Date

Wm. Bradley Cooper  
(Print name and title)  
Exec. VP of Finance and CFO

FEDERAL IDENTIFICATION NUMBER: 840769926

**COSTS ASSOCIATED WITH SERVICES**

**Include 100% Equipment Replacement Insurance Costs Due to Loss or Damage**

The Contractor agrees to provide services in accordance with all the terms of this proposal and the specifications contained herein in exchange for the following costs. Please note there will be no charge for units not in use.

**1. PRICE - PER UNIT/PER SYSTEM**

**1.1. RADIO FREQUENCY LOCATION MONITORING SYSTEM (includes, but not limited to, base and ankle bracelet) BI HomeGuard 200**

\$ 1.34 unit rental charge per day  
 \$ 1.05 monitoring service charge per day  
 \$ 2.39 Total per unit per day

**1.2. RADIO FREQUENCY LOCATION MONITORING SYSTEM WITH CELLULAR COMMUNICATION (includes, but not limited to, base, bracelet and cellular unit) BI HomeGuard 206**

\$ 3.70 unit rental charge per day  
 \$ 1.05 monitoring service charge per day  
 \$ 4.75 Total per unit per day

**1.3. HAND HELD REMOTE ALCOHOL MONITORING THROUGH BREATH SAMPLE [BLOOD ALCOHOL COUNT (BAC)] BI Sobriotor**

\$ 1.72 unit rental charge per day  
 \$ 1.05 monitoring service charge per day  
 \$ 2.77 Total per unit per day

**1.4. TRANSDERMAL ALCOHOL ONLY RENTAL & MONITORING DETECTOR BI TAD**

\$ 5.61 unit rental charge per day  
 \$ 1.94 monitoring service charge per day  
 \$ 7.55 Total per unit per day

- 1.5. TRANSDERMAL ALCOHOL ONLY RF RENTAL & MONITORING DETECTOR BI TAD, includes both alcohol & RF curfew monitoring
- \$ 5.61 unit rental charge per day
- \$ 3.37 monitoring service charge per day
- \$ 8.98 Total per unit per day

ExacuTrack One  
1.60.A0.ZX

- 1.6. GLOBAL POSITIONING ONE PIECE SYSTEM
- \$ 3.95 unit rental charge per day
- \$ 2.00 monitoring service charge per day
- \$ 5.95 Total per unit per day

**ExacuTrack One 1.60.A0.ZX fully active GPS pricing includes the following:**

- GPS collection rate of one GPS point every one minute
- Data reporting rate of once every 60 minutes
- Tracking unit promptly sends all stored data to monitoring computer upon detection of a tamper or low battery, regardless of the specified data reporting rate
- On demand client location
- One RF Beacon
- Zone Crossing provides prompt notification of zone violation status, regardless of the specified data reporting rate
- AFLT functionality is not included

*Several lower cost GPS options are available for County use. Please see the Pricing Notes for additional information.*

- BI VoicelD 1.7. VOICE LOCATION MONITORING SYSTEM
- \$ 0.44 per check-in charge per day

- BI Self Report 1.8 SELF REPORT MONITORING SYSTEM
- \$ 0.55 per Action charge per day

2. The price for services includes the cost of all services, equipment, maintenance, training, 100% insurance coverage, phone charges, shipping, and any and all other ancillary charges associated with the provision of electronic monitoring on a per offender per day basis.
  3. Cost must reflect equipment requirements specified in the RFP and include price of continuous signaling and drive by equipment.
  4. If costs will change based on the number of offenders being monitored, please indicate. There is to be no cost for additional monitoring not being used, spare parts and batteries, etc.
  5. The provider must be capable of assigning and delivering all applicable electronic monitoring devices and equipment to the Santa Fe County Corrections Department for all offenders currently on the electronic monitoring program.
- Please see Pricing Notes for further information.

**Pricing Notes****Additional GPS Options**

<b>One-Piece GPS Service Level</b>	<b>Cost 100% Insurance</b>	<b>Cost 50% Insurance</b>	<b>GPS Collection Rate</b>	<b>Data Reporting Rate</b>	<b>AFLT</b>	<b>Zone Crossing</b>
<b>ExacuTrack One 3.720.A0</b>	\$3.95 rental charge per day \$0.68 monitoring service charge per day <b>\$4.63 total per unit per day</b>	\$3.90 rental charge per day \$0.68 monitoring service charge per day <b>\$4.58 total per unit per day</b>	1 GPS point every 3 minutes	Once every 720 minutes (every 12 hours)	Not included	Not included
<b>ExacuTrack One 1.30.A30.ZX</b>	\$3.95 rental charge per day \$2.55 monitoring service charge per day <b>\$6.50 total per unit per day</b>	\$3.90 rental charge per day \$2.55 monitoring service charge per day <b>\$6.45 total per unit per day</b>	1 GPS point every 1 minute	Once every 30 minutes	In the absence of GPS, AFLT location data is collected once every 30 minutes	Included. Provides prompt notification of zone violation status, regardless of the specified data reporting rate

Each of the daily unit prices listed above for ExacuTrack One include one RF beacon.

For each of the service levels listed above, the ExacuTrack One tracking unit will promptly send all stored data to the monitoring computer upon detection of a tamper event or low battery, regardless of the specified data reporting rate.

At no additional cost, the ExacuTrack One tracking unit also responds to on-demand client location requests by sending the client's most recently recorded location.

<b>Two-Piece GPS</b>	<b>Unit Rental Charge Per Day</b>	<b>Monitoring Service Charge Per Day</b>	<b>Total Per Unit Per Day</b>
<b>ExacuTrack AT Active GPS - 100% insurance</b>	\$4.25	\$2.75	<b>\$7.00</b>
<b>ExacuTrack AT Active GPS - 50% insurance</b>	\$4.20	\$2.75	<b>\$6.95</b>

Proposed Pricing

Two-Piece GPS	Unit Rental Charge Per Day	Monitoring Service Charge Per Day	Total Per Unit Per Day
ExacuTrack Passive GPS - 100% Insurance	\$3.05	\$1.50	\$4.55
ExacuTrack Passive GPS - 50% Insurance	\$3.00	\$1.50	\$4.50

Replacement Costs for Appendix D - 50% Insurance

Equipment	Replacement Cost
HomeGuard	\$900 for each receiver \$350 for each transmitter
Sobriotor	\$1,500
TAD	\$1,400 for each ankle unit \$1,400 for each receiver
ExacuTrack One Tracking Unit	\$1,500
ExacuTrack One Beacon	\$225
ExacuTrack AT (includes tracking unit, base station, and transmitter)	\$2,200
ExacuTrack Passive (includes tracking unit, base station, and transmitter)	\$2,200

BI will only bill the County for 50% of the above specified replacement costs.

**Additional Notes**

The daily unit prices indicated for all proposed equipment include the following:

- ◆ 24x7x365 monitoring services and live, toll-free phone support from the BI GuardCenter
- ◆ Secured, 24x7x365 Internet access to the BI TotalAccess monitoring software
- ◆ Alerts automatically processed within agency-defined parameters
- ◆ Initial equipment and software training
- ◆ On-going equipment and software refresher training
- ◆ Maintenance for equipment throughout the life of a contract
- ◆ BI manages all data center support, network support, redundancy, and technical support

- ❖ Shipping costs from BI to agency sites and back. Repaired or replacement equipment will be shipped back to the County within five days of request or by promised delivery date. Equipment can be shipped within 24 hours in emergencies. Equipment will be shipped via ground transportation, with expedited shipping in emergencies.

The County is responsible for:

- ❖ Client enrollments and terminations
- ❖ Entering and modifying GPS zones and RF schedules
- ❖ Closing alerts
- ❖ Accessing and printing reports

**Spare Equipment.** The daily unit prices include a 10% spare equipment allowance for each equipment type. This no-charge spare allowance is based on the total number of active days per month for each equipment type. Any inactive units in excess of the specified spare allowance will incur a spare unit charge per inactive day, per unit.

