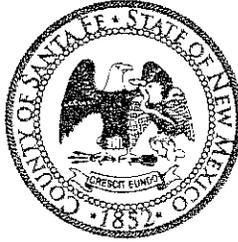


**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**To:** Santa Fe County Board of County Commissioners

**Through:** Katherine Miller, County Manager *km*  
Patricia Boies, Health Services Division Director, Community Services Department

**From:** Kyra Ochoa, Program Manager, Health Care Assistance Program

**Date:** January 10, 2017

**Re:** Approval of County Health Care Assistance Claims in the Amount of \$292,162.67  
(Community Services Department/Kyra Ochoa)

---

### ISSUE:

Approval of County Health Care Assistance claims in the amount of \$292,162.67.

### BACKGROUND:

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$292,162.67, as indicated on the Amount Paid to Vendors document. Please note that this document replaces what had been called the "Presentation of Claims" document. The current document is generated from the Health Care Assistance Program's new software from Indigent Health care Solutions, which allows staff to track and investigate claims with greater proficiency. The number of claims paid to each provider is represented in the "# Invoices" column. The total amount paid to each provider is represented in the "Payable" column.

### RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount \$292,162.67.

**Amount Paid to Vendors**  
Indigent Healthcare Solutions  
Batch Dates 01/31/17-01/31/17

Vendor #	Name	# Invoices	Payable
23835	Casa Milagro	20	6,000.00
13355	Christus St. Vincent	6	11,111.52
14962	City Of Santa Fe Fire Department	1	560.56
5855	El Centro Family Health	1	70.00
234	Hoy Recovery Program	1	150.00
16165	Interfaith-leap Inc.	4	14,000.00
722	La Familia Medical Center	1024	138,026.60
138	Presbyterian Healthcare Services	2	460.00
4597	Santa Fe Mountain Center	5	18,749.99
142	Santa Fe Recovery Center	11	99,065.00
16159	Southwest Care Center	18	3,969.00
<b>Grand Total:</b>		<b>1093</b>	<b>292,162.67</b>

Santa Fe County Health Care Assistance Fund Community-Based Providers  
Fiscal Year 2017

31 January, 2017

Provider Name	FY 17 Allocated Funding	Claims Approved Through November 29, 2016	Claims Presented January 31, 2017	Remaining Balance	% Remaining
<b>Primary Care</b>					
La Familia Medical Center	440,000.00	300,025.00	138,026.60	1,948.40	0%
SW Care/Women's Health Services	24,000.00	7,966.44	3,969.00	12,064.56	50%
El Centro of Northern of NM	1,400.00	350.00	70.00	980.00	70%
Pecos Valley Medical Center	17,000.00			17,000.00	100%
Presbyterian Healthcare Services	1,000.00	170.80	460.00	369.20	37%
<b>Total Primary Care</b>	<b>483,400.00</b>	<b>308,512.24</b>	<b>142,525.60</b>	<b>32,362.16</b>	<b>7%</b>
<b>Substance Abuse</b>					
Santa Fe Recovery Center	265,000.00	96,755.00	99,065.00	69,180.00	26%
Interfaith Leap/Sangre de Cristo House	25,000.00	8,125.00	14,000.00	2,875.00	12%
Christus St. Vincent-HUGS	50,000.00	18,056.26	11,111.52	20,832.22	42%
Hoy Recovery Center	500.00		150.00	350.00	70%
<b>Total Substance Abuse</b>	<b>340,500.00</b>	<b>122,936.26</b>	<b>124,326.52</b>	<b>93,237.22</b>	<b>27%</b>
<b>Mental Health</b>					
Casa Milagro	25,000.00	8,100.00	6,000.00	10,900.00	44%
Santa Fe Mountain Center	75,000.00		18,749.99	56,250.01	75%
Santa Fe Schools Adelante	20,000.00			20,000.00	100%
<b>Total Mental Health</b>	<b>120,000.00</b>	<b>8,100.00</b>	<b>24,749.99</b>	<b>87,150.01</b>	<b>73%</b>
<b>Ambulance</b>					
City of Santa Fe Ambulance Services-MIHO	25,000.00	25,000.00		-	0%
City of Santa Fe Ambulance Services (transport)	1,100.00		560.56	539.44	49%
<b>Total Ambulance</b>	<b>26,100.00</b>	<b>25,000.00</b>	<b>560.56</b>	<b>539.44</b>	<b>2%</b>
<b>Total Health Care Assistance</b>	<b>970,000.00</b>	<b>464,548.50</b>	<b>292,162.67</b>	<b>213,288.83</b>	<b>22%</b>
<b>Cremations (Under Separate Cover)</b>	<b>30,000.00</b>	<b>10,800.00</b>	<b>7,200.00</b>	<b>12,000.00</b>	<b>40%</b>
<b>Grand Total</b>	<b>1,000,000.00</b>	<b>475,348.50</b>	<b>299,362.67</b>	<b>225,288.83</b>	<b>23%</b>



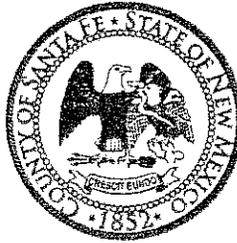




**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
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*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **MEMORANDUM**

**DATE:** *January 18, 2017*

**TO:** *Board of County Commissioners*

**FROM:** *David Sperling, Fire Chief*

**VIA:** *Katherine Miller, County Manager*   
*Pablo Sedillo, Director, Public Safety Department*  
*Jeffrey Trujillo, Director, Administrative Services Department*

**ITEM AND ISSUE: BCC Meeting January 31, 2017**

**Request Board of County Commission Approval to Utilize the Houston Galveston Area Council Cooperative Purchase Agreement Pursuant to Ordinance No. 2012-5 Section 1, Outside Contracts to Purchase Thirteen (13) Fire Department Apparatus in an amount not to exceed \$3,700,000 and Authorizing the County Manager to Sign the Purchase Orders (*Fire Department/Fire Chief Sperling, Bill Taylor, Purchasing Division*).**

**ISSUE:**

The Fire Department desires to use the Houston Galveston Area Council Cooperative (HGAC) Purchasing Agreement to complete thirteen purchases of various Fire Department Apparatus. HGAC is a governmental purchasing agreement that was instituted to reduce the burden of procurement on local governments and has been approved by the State of New Mexico Procurement Division for use by Local Public Bodies in New Mexico. The Fire Department has used HGAC to make apparatus purchases for the last several years. By combining multiple individual apparatus purchases, approval of this request will save the County thousands of dollars in administrative fees, streamline the procurement process, and allow the Department to continue to standardize and modernize its fleet of Water Tenders, Rescues, Brush Trucks, and Ambulances. These purchases will help the Fire Department continue to provide a modern, safe, durable, and cost effective fleet that will meet the needs of Santa Fe County for many years to come.

The County Procurement Manager has determined that HGAC has competitively bid the items to be purchased. With having more availability to a much larger pool of Bidders, the HGAC Cooperative Agreement provides local public bodies with more competitive pricing than if the County were to Bid these items separately using the invitation for bid procurement method. Therefore, it would be in the best interest of the County to utilize the HGAC Cooperative Agreement to purchase the various Fire Apparatus.

Ordinance No. 2012-5, Section 1, Outside Contracts states *Procurement pursuant to NMSA 1978, Section 13-1-129, should not be used unless the Procurement Manager makes a specific finding that competitive bidding for the particular product would not be advantageous to the County. In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves.*

**BACKGROUND:**

The Fire Department has identified the need to replace thirteen fire and EMS apparatus for multiple volunteer Fire Districts and career Regional staff as follows:

- 6 Water Tenders (Agua Fria, Chimayo, Edgewood x 2, Tesuque, Turquoise Trail)
- 3 Commercial Cab Rescue Trucks (Glorieta Pass, Madrid, Pojoaque)
- 1 Custom Cab Rescue Truck (El Dorado)
- 2 Brush Trucks (La Puebla, Stanley)
- 1 Ambulance with gurney (Med 70/Edgewood and Southern Santa Fe County)

These apparatus replacement needs have been identified in the Fire Department's Capital Five Year Plan. The total replacement cost for all thirteen apparatus is projected to be less than \$3,700,000. Funding is available from the Fiscal Year 2017 New Mexico Fire Protection Grant Awards (\$700,000), Santa Fe County Fire Excise Tax revenue (\$1,080,000), and New Mexico Fire Protection Grant Fund carryover (\$1,920,000).

**RECOMMENDATION:**

The Fire Department requests Board approval to Utilize the Houston Galveston Area Council Cooperative Purchase Agreement Pursuant to Ordinance No. 2012-5 Section 1, Outside Contracts to Purchase Thirteen (13) Fire Department Apparatus in an amount not to exceed \$3,700,000 and Authorizing the County Manager to Sign the Purchase Orders.

District	Apparatus	Location	District Cost	Fire Excise	State FMO Grant	Cost of Apparatus
Agua Fria	Tender	Agua Fria Station 1	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Chimayo	Tender	Chimayo Station 1	\$ 200,000.00	\$ -	\$ 100,000.00	\$ 300,000.00
Edgewood	Tender	Edgewood Station 1	\$ 50,000.00	\$ 150,000.00	\$ 100,000.00	\$ 300,000.00
Edgewood	Tender	Edgewood Station 2	\$ 300,000.00			\$ 300,000.00
Tesuque	Tender	Tesuque Station 1	\$ 200,000.00		\$ 100,000.00	\$ 300,000.00
Turquoise Trail	Tender	Turquoise Trail 1	\$ 150,000.00	\$ 150,000.00		\$ 300,000.00
Glorieta	Rescue	Glorieta Station 1	\$ 100,000.00	\$ 150,000.00		\$ 250,000.00
Madrid	Rescue	Madrid Station 1		\$ 150,000.00	\$ 100,000.00	\$ 250,000.00
Pojoaque	Rescue	Pojo Station 1	\$ 100,000.00	\$ 200,000.00		\$ 300,000.00
Eldorado	Rescue	Eldorado Station 1	\$ 300,000.00		\$ 100,000.00	\$ 400,000.00
La Puebla	Brush Truck	La Puebla Station 1	\$ 80,000.00		\$ 100,000.00	\$ 180,000.00
Stanley	Brush Truck	Stanley Station 1	\$ 65,000.00		\$ 100,000.00	\$ 165,000.00
Southern Region	Ambulance	Edgewood Station 1		\$ 272,660.00		\$ 272,660.00
Total Cost			\$ 1,845,000.00	\$ 1,072,660.00	\$ 700,000.00	\$ 3,617,660.00





Houston-Galveston Area Council



## HGACBuy

HGACBuy is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals. All contracts available to members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes.

All units of local government, including non-profits providing governmental services, are eligible to join HGACBuy.

### Contact Info

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Ronnie Barnes

[Ronnie.Barnes@h-gac.com](mailto:Ronnie.Barnes@h-gac.com)

713-499-6665



**HGACBuy** THE SMART PURCHASING SOLUTION

LOG IN

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INFRASTRUCTURE EQUIPMENT & SERVICES

COMMUNICATIONS EQUIPMENT & SERVICES

GROUNDS FACILITIES & PARKS EQUIPMENT

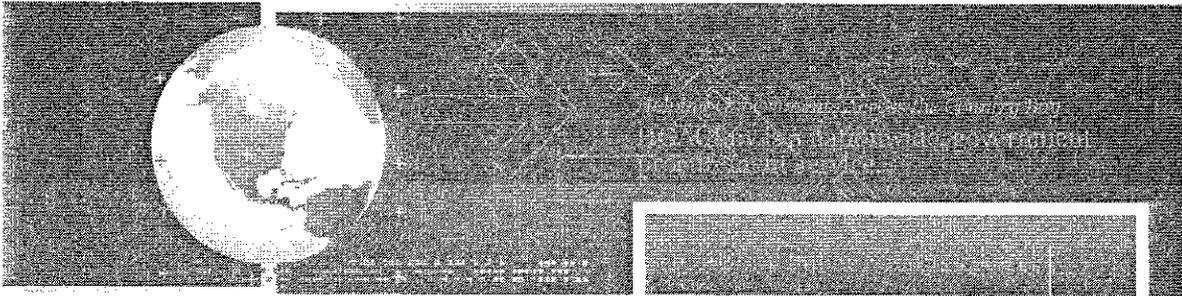
PUBLIC WORKS EQUIPMENT

EMERGENCY EQUIPMENT & SUPPLIES

CONSULTING LEASING & STAFFING SERVICES

EMERGENCY PREPAREDNESS & DISASTER RECOVERY

COOPERATIVE ENERGY PURCHASING



**OMB Uniform Guidelines**  
Click here to visit the page.



**Storm Debris Removal & Clearance Contracts...**  
Click here to find out more about Storm Debris Removal Contracts...

As a unit of local government, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.



All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. All units of local government, including non-profits providing governmental services, are

eligible to become participating members of HGACBuy. Click on [About Us](#) to learn more about what HGACBuy can do for your jurisdiction, or click on [Contact Us](#) above or call us at 1-800-926-0234.

Click the link below and scroll to the bottom of the page to download the **ILC (Membership) form** to become a participating member of HGACBuy:  
[Participating ILC Form](#)

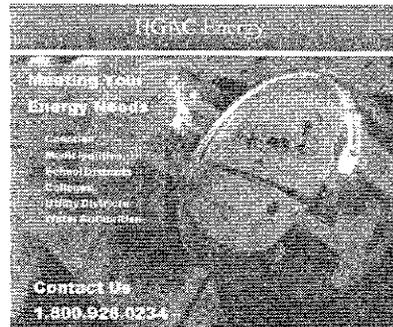
**\*\*Special Note\*\***

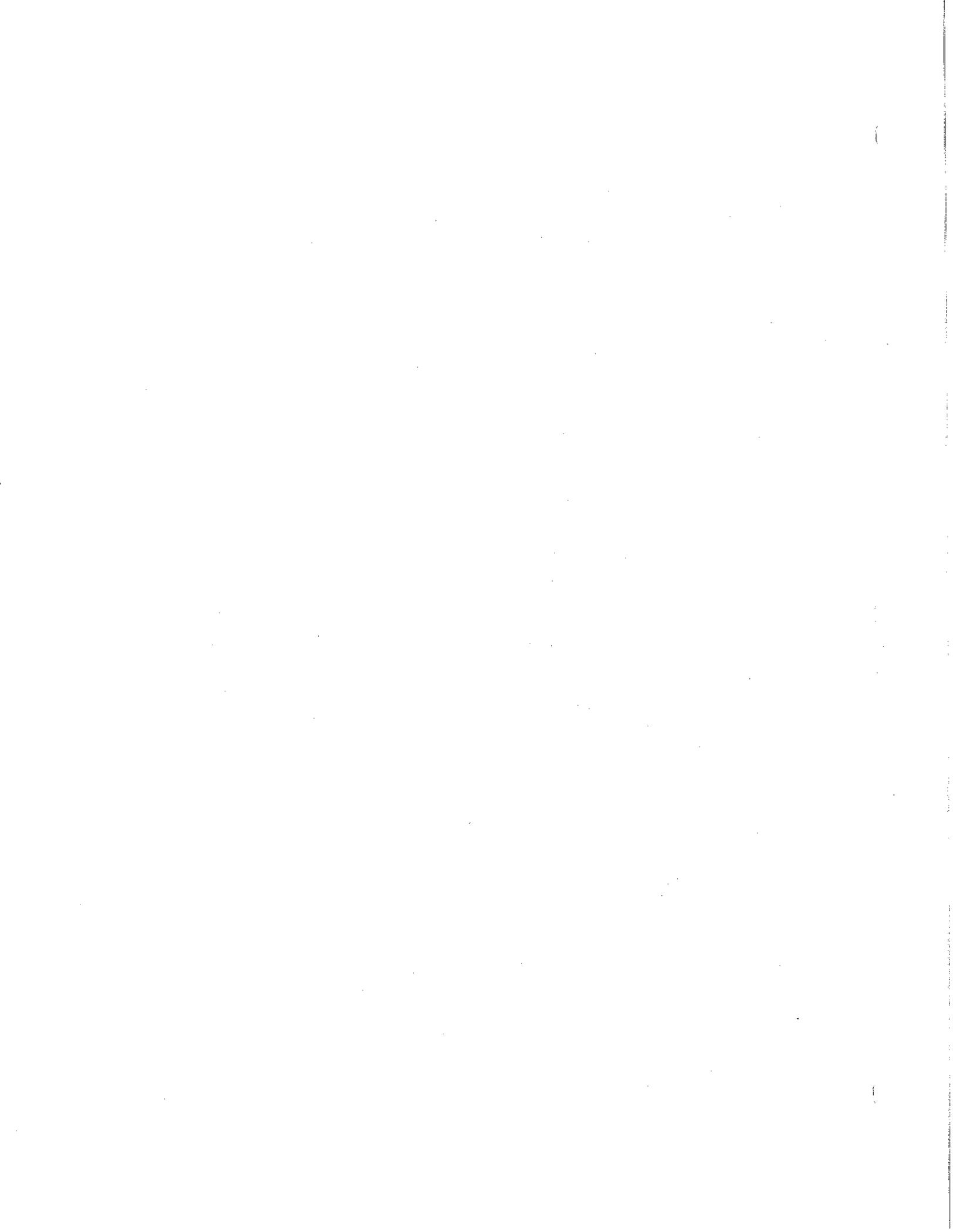
If you are experiencing an area wide disaster, we can accept a **Disaster/ Emergency Letter of Intent(DLOI)** signed by your CEO to cover a 180 day period. Click on the link below for more information.

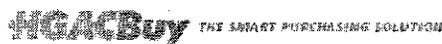
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## INFORMATION ABOUT THE PROGRAM

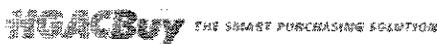
### LIST OF END USERS

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End User	City
<b>New Mexico</b>	
Acequia De Ojo Sarco (New Mexico Acequia Association)	Ojo Sarco
Alamogordo Public Schools (NM)	Alamogordo
Anthony Water & Sanitation District (NM)	Anthony
Bernalillo County	Albuquerque
Carlsbad Irrigation District (NM)	Carlsbad
Carlsbad Municipal School (NM)	Carlsbad
Catron County (NM)	Reserve
Chaves County	Roswell
City of Alamogordo (NM)	Alamogordo
City of Albuquerque (NM)	Albuquerque
City of Aztec (NM)	Aztec
City of Belen (NM)	Belen
City of Bloomfield	Bloomfield
City of Carlsbad (NM)	Carlsbad
City of Clovis (NM)	Clovis
City of Deming (NM)	Deming
City of Elephant Butte (NM)	Elephant Butte
City of Eunice (NM)	Eunice
City of Farmington (NM)	Farmington
City of Gallup	Gallup
City of Grants (NM)	Grants
City of Hobbs (NM)	Hobbs
City of Jal (NM)	Jal
City of Los Cruces (NM)	Las Cruces
City of Las Vegas	Las Vegas
City of Lovington (NM)	Lovington
City of Portales (NM)	Portales
City of Raton (NM)	Raton
City of Rio Communities (NM)	Rio Communities
City of Rio Rancho (NM)	Rio Rancho
City of Roswell (NM)	Roswell
City of Santa Fe (NM)	Santa Fe
City of Santa Rosa (NM)	Santa Rosa
City of Socorro (NM)	Socorro
City of Sunland Park (NM)	Sunland Park
City of Texico (NM)	Texico
City of Truth or Consequences (NM)	Truth or Consequences
City of Tucumanari (NM)	Tucumanari
Cabre Consolidated School District (NM)	Boyard
Colfax County	Raton
County of Lincoln (NM)	Carrizozo
County of Sierra (NM)	Truth or Consequences
Curry County (NM)	Clovis
De Baca County (NM)	Fort Sumner
Dona Ana County (NM)	Las Cruces
Eddy County (NM)	Carlsbad
Estancia Valley Solid Waste Authority (NM)	Estancia
Gadsden Independent School District (NM)	Anthony
Grant County (NM)	Silver City
Guadalupe County (NM)	Santa Rosa
Harding County (NM)	Mosquero
Hidalgo County (NM)	Lordsburg
Las Cruces Public Schools (NM)	Las Cruces
Lee County (NM)	Lovington
Lordsburg Municipal Schools (NM)	Lordsburg
Los Alamos Public Schools (NM)	Los Alamos
Los Alamos, The Incorporated County (NM)	Los Alamos
Luna County	Deming
McKinley County (NM)	Gallup
McKinley County Board of Commissioners (NM)	Gallup
Mora County (NM)	Mora
New Mexico Military Institute (NM)	Roswell
North Central Regional Transit District (NM)	Santa Fe
Northwest New Mexico Regional Solid Waste Authority (NM)	Thoreau
Otero County (NM)	Alamogordo
Portales Municipal Schools	Portales
Pueblo of Acoma (NM)	Acoma
Pueblo of Laguna Utility Authority (NM)	Laguna
Quay County Government (NM)	Tucumanari
Rio Arriba County (NM)	Tierra Amarilla
Rio Metro Regional Transit District (NM)	Albuquerque
Rio Rancho Public Schools (NM)	Rio Rancho
Roosevelt County (NM)	Portales
San Juan County (NM)	Aztec
San Miguel County (NM)	Las Vegas
Sandoval County (NM)	Bernalillo
Santa Fe County (NM)	Santa Fe
Santa Fe Solid Waste Management Agency (NM)	Santa Fe
South Central Solid Waste Authority (SCSWA) (NM)	Las Cruces
Taos County (A New Mexico Political Subdivision)	Taos
The ARC of New Mexico (NM)	Albuquerque

The Regents of the University of New Mexico, University of New Mexico Hospitals Albuquerque (NM)	Clayton
Town of Clayton (NM)	Dexter
Town of Dexter (NM)	Ebba
Town of Ebba (NM)	Hagerman
Town of Hagerman (NM)	Mesilla
Town of Mesilla (NM)	Peralta
Town of Peralta (NM)	Silver City
Town of Silver City (NM)	Taos
Town of Taos (NM)	Tatum
Town of Tatum (NM)	Vaughn
Town of Vaughn (NM)	Clayton
Union County (NM)	Albuquerque
United Way of Central New Mexico (NM)	Albuquerque
University of New Mexico (NM)	Los Lunas
Valencia County (NM)	Angel Fire
Village of Angel Fire (NM)	Bosque Farms
Village of Bosque Farms (NM)	Capitan
Village of Capitan (NM)	Causey
Village of Causey (NM)	Clouderoit
Village of Clouderoit (NM)	Columbus
Village of Columbus (NM)	Corona
Village of Corona (NM)	Corrales
Village of Corrales (NM)	Cuba
Village of Cuba (NM)	Des Moines
Village of Des Moines (NM)	Dora
Village of Dora (NM)	Eagle Nest
Village of Eagle Nest (NM)	Floyd
Village of Floyd (NM)	Folsom
Village of Folsom (NM)	Fun Summer
Village of Fun Summer (NM)	Grady
Village of Grady (NM)	Hatch
Village of Hatch (NM)	Logan
Village of Logan (NM)	Los Lunas
Village of Los Lunas (NM)	Loving
Village of Loving (NM)	Melrose
Village of Melrose (NM)	Pecos
Village of Pecos (NM)	Questa
Village of Questa (NM)	Roy
Village of Roy (NM)	Ruidoso
Village of Ruidoso (NM)	San Jon
Village of San Jon (NM)	Taos Ski Valley
Village of Taos Ski Valley (NM)	Tularosa
Village of Tularosa (NM)	Wagon Mound
Village of Wagon Mound (NM)	
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## INFORMATION ABOUT THE PROGRAM

### USING THE PROGRAM

#### Types of Participating End Users:

- Municipalities, Cities, Counties and State Agencies
- Councils of Government
- Schools, School Districts, Colleges, Universities
- Hospitals and Hospital Districts
- Emergency Medical Services and Services Districts
- Volunteer Fire Departments and Rural Fire Prevention Districts
- Special Law Enforcement Jurisdictions
- Judicial Courts & Districts
- Emergency Communications Districts
- Utility Districts (MUDs, WCIDs, Irrigation, etc.)
- Special Districts
- Authorities (Airport, Port, River, Water, Toll Road, etc.)
- State Agencies
- Not-for-Profit Corporations [501(c)(3)] providing government functions and services.  
(Special requirements apply: See Program Info/Executing an Interlocal Contract with HGACBuy)

#### The Texas Interlocal Cooperation Act

Most States in the United States have either Interlocal Cooperation or Joint Powers authority to allow local governments in those states to join and participate in programs like HGACBuy.

In 1971, the Texas Legislature passed the Interlocal Cooperation Act [Texas Government Code, Title 7, Chapter 791] to promote activities among local governments across Texas. Any local government or non-profit providing government services may contract or agree with one or more local governments under the terms of this Act to conduct purchasing and other administrative functions. The following excerpt from the Act states that... "The Interlocal Cooperation Act's purpose is to improve the efficiency and effectiveness of local governments by authorizing the fullest possible range of inter-governmental contracting authority at the local level including contracts between all political subdivisions of the state and agencies of the state.

#### Legal Authority

Governmental entities join HGACBuy by execution of an Interlocal Contract (ILC) which can be found on the HGACBuy website under Program Info.

By executing the ILC, the End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a qualifying non-profit corporation, county, municipality, special district, or other political subdivision of the State of Texas, or another state, and (2) it possesses adequate legal authority to enter into this Contract.

#### Scope of H-GAC's Professional Services

When participating in HGACBuy, members make their purchase orders out to, and directly pay, the HGACBuy contractor. However, H-GAC does act as the designated purchasing agent on behalf of participating End Users by performing specific services including, but not limited to:

- Conducting research and surveys
- Developing specifications for each product/service
- Soliciting vendor participation
- Issuing specifications documents
- Conducting pre-bid/pre-proposal conferences
- Opening bid/proposal responses
- Evaluating responses
- Issuing Vendor Contracts awarded by the H-GAC Board of Directors
- Certifying contract validity
- Contracts Administration

#### Interlocal Contract Renewals

Provisions of the Interlocal Cooperation Act provide for annual renewal of Interlocal Contracts. The contract document issued by HGACBuy contains a provision for automatic annual renewal. Unless an updated contract document is requested, or statutory change occurs, the initial enactment could remain in effect in perpetuity. A permanent identification number is assigned to each End User contract.

#### Purchasing Statutes Applied to H-GAC Competitive Bid Process

Products offered through HGACBuy have been subjected to either the competitive bid or competitive proposal format based on Texas statutes for Councils of Governments under the Local Government Code Chapter 252. The 76th Legislature, Regular Session, added language that stipulates Councils of Governments shall specifically use "municipal bidding statutes". As administrator, H-GAC's rules of governance apply. In evaluating bid and proposal responses, HGACBuy takes into account any prospective contractor's ability to meet performance requirements. Factors considered include number and location of

sales, service facilities, depth of staff, qualifications of technical support personnel, and business continuity. Contractors are expected to service all End Users participating in the Program wherever possible, practical, and not contrary to franchise or dealership agreements.

#### **H-GAC Board of Directors Awards All Contracts**

The Board of Directors composed of 35 elected officials awards all H-GAC cooperative purchasing contracts. As a political subdivision of the State of Texas, Board agenda are publicly posted in advance of public meetings. Board meetings are customarily held on the third Tuesday of each month in H-GAC Conference Room A, Second floor, 3555 Timmons Lane, Houston. The Houston-Galveston Area Council is one of Texas' 21 regional councils of governments.

#### **Steps To Placing Purchase Orders Through HGACBuy**

##### **Step 1: (first time only)**

Execute the "Interlocal Contract" (ILC) found on the HGACBuy website under [Program Info](#), and return to H-GAC. H-GAC will sign two copies and return one to the End User for their records. The ILC may be faxed to 713-993-4548 for expedited processing.

##### **Step 2:**

Obtain specific [product details](#) from the HGACBuy website, [www.HGACBuy.org](http://www.HGACBuy.org). Then, contact the contractor's nearest representative for additional assistance and a definitive price quotation. Contractor information can be found at the bottom of each contract's web page under Products Available.

##### **Step 3:**

Prepare and submit your purchase order directly to the relevant HGACBuy contractor, after completing consultation with the contractor's representative. A copy of the order along with a copy of the contractor's written quotation shall be faxed or mailed to HGACBuy at FAX: 713-993-4548. Orders should include specific details regarding the purchase (i.e., name of the End User's contact person, shipping/delivery instructions, and installation details, if any). HGACBuy contractors will then invoice End User for all purchases, and End User will pay the contractor directly following delivery and acceptance.

#### **NOTE: Performance Bond**

HGACBuy's contractual requirements no longer include a Performance Bond, and bid pricing should reflect this cost saving. However, Contractor must be prepared to offer a Performance Bond to cover any specific order, if so requested by End User. Contractor shall quote a price to End User for provision of any requested Performance Bond. If Performance Bond is requested by End User for a particular order, Contractor agrees to furnish the Performance Bond within ten (10) days of receipt of End User's purchase order.

#### **HGACBuy Order Confirmation**

When the copy of a purchase order and contractor's written quotation are received by HGACBuy (see Step 3 above), an Order Confirmation is prepared and sent to the Member and the Contractor - authorizing the Contractor to proceed with the order.

#### **Remitting End User Payments For Products and Services Rendered**

The prompt payment requirements for products and services rendered through cooperative purchasing states that "...upon delivery of the goods and services purchased, and presentation by HGACBuy contractor of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay the HGACBuy contractor the full amount of the invoice.

All contracts between HGACBuy and its contractors require prompt payment upon delivery of product/services to an End User.

#### **Ownership Passes Directly From Contractors to End Users**

HGACBuy does not at any time take title to any product. Contractors assign ownership directly to End Users.

#### **Reimbursement of HGACBuy's Operational Costs**

The HGACBuy program is solely funded through the assessment of an administrative fee paid by the contractor on each order.

#### **End Users Invited to Attend Pre-Bid Conferences**

HGACBuy schedules publicly announced pre-bid/pre-proposal specification conferences with manufacturers, distributors, representatives, and dealers for the various product categories offered. These conferences, held throughout each year, are widely attended by the various industry groups represented in the Program. End Users are invited to attend these conferences also. See a listing of scheduled pre-bid conferences on the HGACBuy website under Bid Notices.

#### **3-Way Partnership At Work**

The three-way partnership between HGACBuy, Program End Users, and Contractors is a very important relationship that provides vital links to ensure effective cooperative results. Clear, concise communication is essential to making the partnership effective and successful. The contact path includes all three parties: HGACBuy, End User, and Contractor.

**H-GAC's Role:** HGACBuy's role is to conduct product research and surveys, write technical specifications, conduct pre-bid conferences, open bids, and evaluate responses. After contracts are awarded by the H-GAC Board, HGACBuy certifies contract validity, and administers contracts.

**The End User's Role:** End Users are expected to consult with Contractors' representatives for the purpose of determining the exact requirements needed to serve constituents. End Users work with Contractor's representatives to detail and complete all documentation required when submitting purchase orders.

**The Contractor's Role:** HGACBuy relies upon its Contractors to quickly respond to End User inquiries that provide detailed product information and pricing, including priced options for specific products. Contractor's representatives work closely with each End User to meet specific constituent needs.

#### **H-GAC's Bid Notices**

The Program's Coordinator for Specifications & Bids directs the bid/proposal cycle for products and services that HGACBuy desires to place under contract on behalf of Members. The near term schedule of procurements is posted on the HGACBuy website under Bid Notices.

#### **Distribution of H-GAC Product Specifications**

Product/service specifications and Invitations To Submit Competitive Bids/Proposals are distributed by email to all prospective responders that HGACBuy is aware of. The documents are also posted on the HGACBuy website, and the legally required notices are posted in newspapers, including minority-emphasis publications.

#### **End User Benefits**

HGACBuy offers significant benefits to participating End Users whether large, medium, or small size.

- Expedited procurement
- Volume purchasing discounts
- On-duty professional staff assistance
- Research and development of technical specifications
- Contract administration

#### **H-GAC Web Site**

Information on products under contract through HGACBuy can be accessed through the web site. The web site contains the following:

- Product categories with base bid prices
- Contractors' representatives with telephone numbers
- H-GAC staff telephone numbers and e-mail addresses
- Listing of Specifications Conferences
- Listing of Bid opening dates for each product category

#### **Contacting HGACBuy**

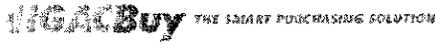
3555 Timmons Ln, Suite 120  
Houston, TX 77027

Phone: 800-526-0234  
Fax: 713-993-4548  
Web: [www.HGACBuy.org](http://www.HGACBuy.org)

Individual staff phone numbers and emails may be found on the HGACBuy website under Program Staff.

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LOGIN

- GENERAL PURPOSE  
& EMERGENCY  
VEHICLES
- INFRASTRUCTURE  
EQUIPMENT &  
SERVICES
- COMMUNICATIONS  
EQUIPMENT &  
SERVICES
- GROUNDS  
FACILITIES &  
PARKS EQUIPMENT
- PUBLIC  
WORKS  
EQUIPMENT
- EMERGENCY  
EQUIPMENT &  
SUPPLIES
- CONSULTING  
LEASING & STAFFING  
SERVICES
- EMERGENCY  
PREPAREDNESS &  
DISASTER RECOVERY
- COOPERATIVE  
ENERGY  
PURCHASING

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## INFORMATION ABOUT THE PROGRAM

### LIST OF END USERS

[Alabama](#) | [Alaska](#) | [Arizona](#) | [Arkansas](#) | [California](#) | [Colorado](#) | [Connecticut](#) | [Delaware](#) | [District of Columbia](#) | [Florida](#) | [Georgia](#) | [Idaho](#) | [Illinois](#) | [Indiana](#) | [Iowa](#) | [Kansas](#) | [Kentucky](#) | [Louisiana](#) | [Maine](#) | [Maryland](#) | [Massachusetts](#) | [Michigan](#) | [Minnesota](#) | [Mississippi](#) | [Missouri](#) | [Montana](#) | [Nebraska](#) | [Nevada](#) | [New Jersey](#) | [New Mexico](#) | [New Hampshire](#) | [New York](#) | [North Carolina](#) | [North Dakota](#) | [Ohio](#) | [Oklahoma](#) | [Oregon](#) | [Pennsylvania](#) | [Rhode Island](#) | [South Carolina](#) | [South Dakota](#) | [Tennessee](#) | [Texas](#) | [Utah](#) | [Vermont](#) | [Virginia](#) | [Washington](#) | [West Virginia](#) | [Wisconsin](#) | [Wyoming](#) |

End User	City
<b>New Mexico</b>	
Aztecquia De Ojo Sarco (New Mexico Aztecquia Association)	Ojo Sarco
Alamogordo Public Schools (NM)	Alamogordo
Anthony Water & Sanitation District (NM)	Anthony
Bernalillo County	Albuquerque
Carlsbad Irrigation District (NM)	Carlsbad
Carlsbad Municipal School (NM)	Carlsbad
Catron County (NM)	Reserve
Chaves County	Roswell
City of Alamogordo (NM)	Alamogordo
City of Albuquerque (NM)	Albuquerque
City of Aztec (NM)	Aztec
City of Belen (NM)	Belen
City of Bloomfield	Bloomfield
City of Carlsbad (NM)	Carlsbad
City of Clovis (NM)	Clovis
City of Deming (NM)	Deming
City of Elephant Butte (NM)	Elephant Butte
City of Eunice (NM)	Eunice
City of Farmington (NM)	Farmington
City of Gallup	Gallup
City of Grants (NM)	Grants
City of Hobbs (NM)	Hobbs
City of Jai (NM)	Jai
City of Las Cruces (NM)	Las Cruces
City of Las Vegas	Las Vegas
City of Lovington (NM)	Lovington
City of Portales (NM)	Portales
City of Raton (NM)	Raton
City of Rio Communities (NM)	Rio Communities
City of Rio Rancho (NM)	Rio Rancho
City of Roswell (NM)	Roswell
City of Santa Fe (NM)	Santa Fe
City of Santa Rosa (NM)	Santa Rosa
City of Socorro (NM)	Socorro
City of Sunland Park (NM)	Sunland Park
City of Texico (NM)	Texico
City of Truth or Consequences (NM)	Truth or Consequences
City of Tucumcari (NM)	Tucumcari
Cobre Consolidated School District (NM)	Bayard
Colfax County	Raton
County of Lincoln (NM)	Carrizozo
County of Sierra (NM)	Truth or Consequences
Curry County (NM)	Clovis
De Buea County (NM)	Fort Sumner
Dona Ana County (NM)	Las Cruces
Eddy County (NM)	Carlsbad
Estancia Valley Solid Waste Authority (NM)	Estancia
Godsden Independent School District (NM)	Anthony
Grant County (NM)	Silver City
Guadalupe County (NM)	Santa Rosa
Harding County (NM)	Mosquero
Hidalgo County (NM)	Lordsburg
Las Cruces Public Schools (NM)	Las Cruces
Lea County (NM)	Lovington
Lordsburg Municipal Schools (NM)	Lordsburg
Los Alamos Public Schools (NM)	Los Alamos
Los Alamos, The Incorporated County (NM)	Los Alamos
Luna County	Deming
McKinley County (NM)	Gallup
McKinley County Board of Commissioners (NM)	Gallup
Mora County (NM)	Mora
New Mexico Military Institute (NM)	Roswell
North Central Regional Transit District (NM)	Santa Fe
Northwest New Mexico Regional Solid Waste Authority (NM)	Thoreau
Otero County (NM)	Alamogordo
Portales Municipal Schools	Portales
Pueblo of Acoma (NM)	Acoma
Pueblo of Laguna Utility Authority (NM)	Laguna
Quay County Government (NM)	Tucumcari
Rio Arriba County (NM)	Tierra Amarilla
Rio Metro Regional Transit District (NM)	Albuquerque
Rio Rancho Public Schools (NM)	Rio Rancho
Roosevelt County (NM)	Portales
San Juan County (NM)	Aztec
San Miguel County (NM)	Las Vegas
Sandoval County (NM)	Bernalillo
Santa Fe Solid Waste Management Agency (NM)	Santa Fe
South Central Solid Waste Authority (SCSWA) (NM)	Las Cruces
Taos County (A New Mexico Political Subdivision)	Taos
The ARC of New Mexico (NMI)	Albuquerque

- The Regents of the University of New Mexico, University of New Mexico Hospitals/Albuquerque (NM)
- Town of Clayton (NM)
- Town of Dexter (NM)
- Town of Elida (NM)
- Town of Hagerman (NM)
- Town of Mesilla (NM)
- Town of Peralta (NM)
- Town of Silver City (NM)
- Town of Taos (NM)
- Town of Tatum (NM)
- Town of Vaughn (NM)
- Union County (NM)
- United Way of Central New Mexico (NM)
- University of New Mexico (NM)
- Valencia County (NM)
- Village of Angel Fire (NM)
- Village of Bosque Farms (NM)
- Village of Capitan (NM)
- Village of Causey (NM)
- Village of Cloudcroft (NM)
- Village of Columbus (NM)
- Village of Corona (NM)
- Village of Corrales (NM)
- Village of Cuba (NM)
- Village of Des Moines (NM)
- Village of Dora (NM)
- Village of Eagle Nest (NM)
- Village of Floyd (NM)
- Village of Folsom (NM)
- Village of Fort Sumner (NM)
- Village of Grady (NM)
- Village of Hatch (NM)
- Village of Logan (NM)
- Village of Los Lunas (NM)
- Village of Loving (NM)
- Village of Melrose (NM)
- Village of Pecos (NM)
- Village of Questa (NM)
- Village of Roy (NM)
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- Taos Ski Valley
- Tularosa
- Wagon Mound

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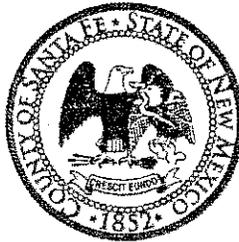




**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## **MEMORANDUM**

**DATE:** *January 17, 2017*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Purchasing Manager*

**VIA:** *Katherine Miller, County Manager*  
*Jeffery Trujillo, ASD Director*  
*Pablo Sedillo, Director, Public Safety Director*

**ITEM AND ISSUE:** *BCC Meeting January 31, 2017*

**Request Approval of Agreement No. 2017-0154-CORR/IC to GSA Contract GS-07F-0518N with BI Technologies, Inc. to Provide Electronic Monitoring Services For a Total Contract Amount of \$420,000.00, Exclusive of NM Gross Receipts Tax and Granting Signature Authority to the County Manager to Sign the Purchase Order. (Bill Taylor, Purchasing Division)**

**ISSUE:**

The Santa Fe County Corrections Department has been under contract with BI Technologies, Inc for electronic monitoring services for the past 4 years. The Purchasing Division identified the same electronic monitoring services being offered by the General Services Administration (GSA) contract GS-07F-0518N. Pursuant to NMSA1978, 13-129 A.1 ...*"a central purchasing office my contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposal at a price equal to or less than the contractor's current federal supply contract price (GSA)..."*. The cost of these services was found to be less than the cost of the current County Agreement with BI Technologies; an approximate annual savings of \$64,000.00. In addition, pursuant to Santa Fe County Ordinance 2012-5 Section 1, Outside Contracts...*"In no event shall a contract in total value exceeding \$250,000 be awarded without competitive bidding unless the Board of County Commissioners specifically approves."*

Agreement No. 2017-0154-CORR/BT mirrors the subject GSA contract inclusive of Santa Fe County terms and conditions and allows the County to renew the term of agreement annually, not to exceed a total of 4 years.

**BACKGROUND:**

Santa Fe County Corrections Department offers electronic monitoring services for those Santa Fe County residents who are court-ordered to be monitored electronically while on probation, prior to being adjudicate, or while nearing the end of a minor drug, alcohol, or misdemeanor sentence. Participants may also include juveniles and first-time misdemeanor offenders. The program offers an alternative to incarceration and assists in alleviating over-population at the jail. There is also substantial savings and decreased liability when compared to housing offenders in a jail setting.

**ACTION REQUESTED:**

The Purchasing Division requests approval of Agreement No. 2017-0154-CORR/IC to GSA contract GS-07F-0518N with BI Technologies, Inc. to provide electronic monitoring services with a total contract amount of \$420,000, exclusive of NM gross receipts tax and granting signature authority to the County Manager to sign the purchase order.

**PROFESSIONAL SERVICES AGREEMENT  
WITH BI, INCORPORATED  
TO PROVIDE ELECTRONIC MONITORING SERVICES**

**THIS AGREEMENT** is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2017, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **BI, INCORPORATED**, with a principal address located at 6400 Lookout Road, Boulder, Colorado 80301, (hereinafter referred to as the "Contractor").

**WHEREAS**, the Santa Fe County Corrections Department requires electronic monitoring services for those Santa Fe County residents who are court-ordered to be monitored electronically while on probation, prior to being adjudicated, or while nearing the end of a minor drug, alcohol, or misdemeanor sentence. Participants may also include juveniles and first-time misdemeanor offenders;

**WHEREAS**, pursuant to Section 13-1-129 NMSA 1978, the County wishes to utilize the federal supply contract (GSA) GS-07F-0518N for Electronic Monitoring services for the Santa Fe County Corrections Department; and

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and extend the price and terms and conditions of the GSA contract to the County 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**

A. The Contractor shall:

- a) Provide an electronic monitoring system which will monitor, check and verify a person's presence or absence at a particular location during specified time periods.
- b) Report unauthorized absences, late returns, equipment malfunctions and tampering to a central computer system that will alert the Corrections Department of such occurrences.
- c) Provide a breath alcohol and/or transdermal alcohol monitoring system which detects the presence of alcohol consumed by offenders
- d) Report the presence of alcohol, equipment malfunctions and tampering to a central computer system that will alert the Corrections Department of such occurrences.

- e) Supply a system with continuous signaling, RF and GPS based transmitter and receiver monitoring, random calling monitoring capability, text messaging, beeper, fax, email, and/or telephone notification capability.
- f) Provide a system that utilizes RF land line and/or GPS equipment to communicate between individual transmitters/receivers and the central computer. All monitoring equipment and accessories will be specifically designed for electronic monitoring house arrest and alcohol monitoring and will not be an adaptation of readily and commercially available products.
- g) Supply monitoring equipment that can be easily attached to each offender, and easily installed on a land or cellular line.
- h) Provide a central computer system located at a secure facility, capable of receiving, storing and disseminating the data generated by the monitoring equipment. It will also provide a reliable and secure means of transmitting data between the central computer and the offender's monitoring equipment.
- i) 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.
- j) Provide all necessary on-site training and manuals for equipment and systems operations, as well as on-going support to Corrections Department employees and follow-up training and support as requested.
- k) Maintain equipment and inventory in proper working condition.
- l) Inform the County of new technologies and equipment as it becomes available on the market.

## B. CONTRACTOR'S EQUIPMENT

Contractor's equipment must meet the following minimum specifications.

- a) Central computer system-The central computer system shall be capable of automatically initiating and receiving alerts to/from the offender's location to communicate with the offender 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) on a daily basis to prevent data loss due to system failure.
- iv. The computer system will be capable of continuously initiating, receiving and storing all alerts, breath analysis results and voice responses of the offender and data sent by the receiver dialer, together with the date and time of each occurrence. All voice responses will 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 will have the ability to perform random calling within at least six (6) different curfew periods per day on a customized schedule for each offender. 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 will be capable of retaining relevant information for each offender, including name, address, phone number, equipment serial numbers, case name, and other pertinent information.
- vii. The computer system will have an alert system so that the Offeror'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.

b) 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.
- ii. The transmitter must comply with all applicable Federal Communications Commission (FCC) rules and regulations and must be registered with the FCC.
- iii. The transmitter will send an individually coded signal that has a range of approximately 150 feet.
- iv. 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 offender's 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. 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.
  - xi. The transmitter coded radio signal will 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.
  - xii. The batteries powering the transmitter will be easily replaced in the field and will not require replacement of either the transmitter or the receiver/monitor in the home.
  - xiii. The strap and any required fasteners must not be available to the general public either commercially or through any mail order outlet.
  - xiv. 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.
  - xv. 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.
- c) Receiver/Dialer/Monitor
- i. The receiver/dialer/monitor will comply with all applicable FCC rules including, but not limited to, 47 CFR Parts 15 and 68 and will be registered with the FCC. The contractor will provide the FCC registration number.

- ii. The receiver/dialer/monitor will be capable of being easily attached to the offender's telephone and telephone outlet using standard RJ11-C modular telephone connector jack or plug.
- iii. The receiver/dialer will accept and activate reporting activities only from the unique signal of the corresponding transmitter attached to that one offender.
- iv. The receiver/dialer will detect attempts to simulate or duplicate the offender's transmitter signal and immediately report this to the central computer system.
- v. The receiver/dialer will 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 will 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 will 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 will be capable of receiving the radio signal from the offender'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 will 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 will 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 will 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 Offeror.
- xii. The receiver/dialer will 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 restored and any other alerts that occur during disconnection).
  - attempts to simulate or duplicate the radio signal by a device other than offender's own transmitter
- xiii. The receiver/dialer will automatically communicate with the central computer at preset intervals with a maximum of six hours or less, if no offender activity is detected. This will present status reports and indicates that it is connected and functioning properly.

d) Maintenance, Repair and Service

- i. Contractor will maintain all equipment and spares in good operating condition and will provide prompt repair, replacement and service.
- ii. Contractor will 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 will 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 must 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. Contractor must include warranty information in its response.
- vi. At no additional cost, the contractor shall supply a 20% 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.

C. CUSTOMER SUPPORT

Contractor shall supply an account manager who is trained, certified, and periodically re-certified 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.

**D. CUSTOMER TRAINING**

Contractor must provide to County personnel, at no additional cost, all training necessary to implement and manage the program successfully. Training must include hands-on training and reference materials.

Contractor must provide initial field equipment training at County site, at no charge, along with follow up trainings as requested by Corrections staff. Regular software application trainings must be available via the Internet, and on-site if requested.

**E. INSURANCE REQUIREMENTS ON EQUIPMENT**

The contractor's equipment costs to County will include pricing for 100% insurance coverage for loss or missing equipment or the cost of repairs necessitated by County's negligence or the damage or destruction of the equipment by parties other than contractor.

**F. TELEPHONE SERVICE**

Offenders in the program will be responsible for maintaining telephone service at their monitored location.

**G. CONTRACTOR'S SECURITY PROCEDURES**

Security procedures must ensure system integrity. Contractor must provide the following information to the County upon contract award:

- i. Staff selection, background investigation and training procedures
- ii. Procedures for the prevention of unauthorized access to computer terminal and restriction on access to or modification of data, and
- iii. Safeguards for preventing unauthorized access by lines or modems.

**2. COMPENSATION, INVOICING, AND SET-OFF**

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

- 1) County shall pay Contractor in accordance with Exhibit A fee schedule attached hereto for services performed.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed four hundred twenty thousand dollars

(\$420,000) per year exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit 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 one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

### **4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth

in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

## 5. 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.

## 6. 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.

## 7. 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 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.

## **8. 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.

## **9. 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.

## **10. 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 or 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.

## **11. 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.

## **12. 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 the prior written approval of the County.

## **13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

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.

**14. 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.

**15. 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.

**16. 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.

**17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 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.

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment 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.

## **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

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. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

## **20. 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.

## **21. INDEMNIFICATION**

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 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.

## **22. 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.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Manager  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: BI, Incorporated  
Attn: Laurent Lepoutre  
6400 Lookout Road  
Boulder, CO 80301

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. 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.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and is properly licensed to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

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.

## 25. FACSIMILE SIGNATURES

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

## 26. NO THIRD-PARTY BENEFICIARIES

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

## 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 \$1,050,000.00 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. PERMITS, FEES, AND LICENSES

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.

## 29. NEW MEXICO TORT CLAIMS ACT

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

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable**

The Contractor hereby irrevocably appoints, Corporate Creations Network, Inc., a New Mexico resident company located at 400 North Pennsylvania Ave. 600, Roswell, N.M. 88201, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**32. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

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

**SANTA FE COUNTY:**

\_\_\_\_\_  
Henry P. Roybal, Chair  
Board of County Commissioners

\_\_\_\_\_  
Date

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar,  
Santa Fe County Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Department Approval:

\_\_\_\_\_  
Don D. Moya  
Santa Fe County Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Print Title)

## EXHIBIT A

### FEE SCHEDULE FOR ELECTRONIC MONITORING SERVICES

Technology	GSA Base Rate	Page in GSA contract where this pricing is listed	Santa Fe County Pricing *
HomeGuard 206	\$4.28	Page 2	\$4.28
TAD landline – alcohol only	\$6.54	Page 2	\$6.49
TAD landline – alcohol and RF	\$7.00	Page 2	\$6.49
TAD cellular – alcohol only	\$6.54 + \$1.52 = \$8.06	Page 2 (TAD) and Page 7 (TAD Cellular base)	\$6.49 + \$1.50 = \$7.99
TAD cellular – alcohol and RF	\$7.00 + \$1.52 = \$8.52	Page 2 (TAD) and Page 7 (TAD Cellular base)	\$6.49 + \$1.50 = \$7.99
ExacuTrack One – Active GPS (1.30.A30.ZX service plan)	\$6.65	Page 3	\$4.50
ExacuTrack One – Passive GPS (1.60.A0.NZ service plan)	\$5.24	Page 3	\$4.50
ExacuTrack One – Passive GPS (1.720.A0.NZ service plan)	\$4.53	Page 4	\$4.50
SL2	\$6.00	Page 7	\$6.00

\*Per day rate per client for monitoring and rental. Includes 20% shelf allowance and unlimited lost and damaged allowance.

**LOST OR DAMAGED:**

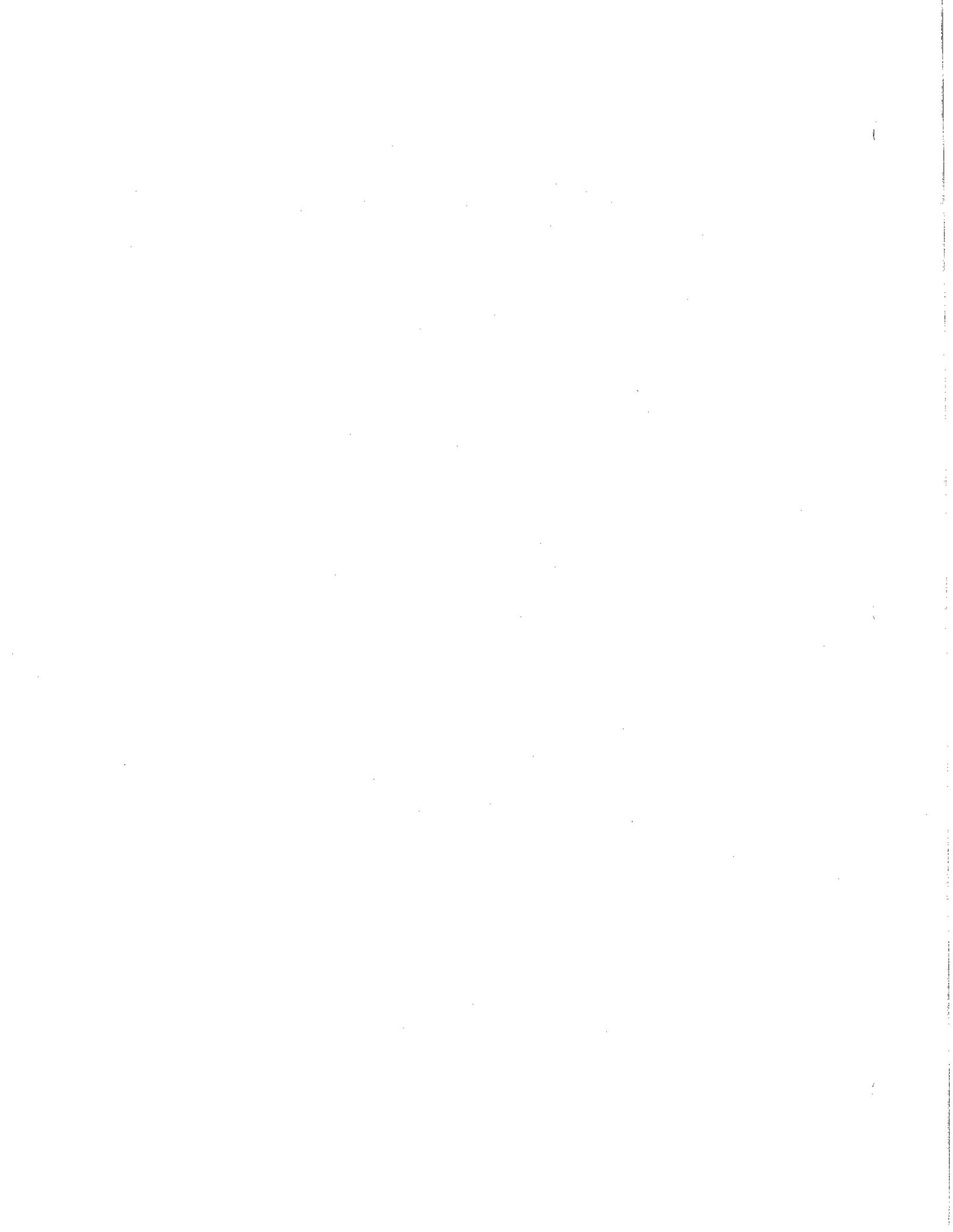
For all equipment above 100% replacement insurance costs due to loss or damage.

**SPARES:**

20% 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.

**SHIPPING:**

BI pays shipping costs from BI to agency sites and back. Replacement equipment will be shipped back to the County within 5 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.



# GENERAL SERVICES ADMINISTRATION Federal Acquisition Service

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>™</sup>, a menu-driven database system. The INTERNET address for GSA *Advantage!*<sup>™</sup> is:  
<http://www.GSAAdvantage.gov>.

## SCHEDULE 84 – TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE

Federal Supply Group: 84

SIN 246 20 4 Miscellaneous Alarm and Signal Systems. Warning System Devices (Patient/Detainees)  
SIN 246 1000 Security, Alarm & Signal Systems  
SIN 246 53 Facility Management and Energy Solutions (Rental)

**Contract Number: GS-07F-0518N**

**Contract Period: May 1, 2008 to April 30, 2018**  
(with one 5-year option period remaining)



GEO Group Company

**BI Incorporated**  
6400 Lookout Road, Suite 101  
Boulder, CO 80301-3377

Size: Large Business  
Telephone: (303) 218-1000  
FAX Number: (303) 218-1250

E-Mail: [dawn.gagne@bi.com](mailto:dawn.gagne@bi.com)  
WEB Site: [www.bi.com](http://www.bi.com)

Contract Administration: Dawn Gagne (303) 218-1000

Effective through Mod PO-0041 – 04/10/2015

## CUSTOMER INFORMATION:

### 1a. Table of Awarded Special Item Numbers (SINs):

- 246 20 4: Miscellaneous Alarm and Signal Systems. Warning System Devices (Patient/Detainees)
- 246 1000: Ancillary Services relating to Security/Facility Management Systems.
- 246 53: Rental

### 1b. Identification of the lowest priced labor category and lowest price for each special item number awarded:

- 246 20 4: See Pricing Section
- 246 1000: See Pricing Section
- 246-53: See Pricing Section

### 2. Maximum Order Threshold (not a limit):

- \$100,000 for SIN 246 20 4
- \$200,000 for SIN 246 1000
- \$200,000 for SIN 246-53

### 3. Minimum Order: \$100

### 4. Geographic Coverage (Delivery Area): 48 Contiguous States, Hawaii, Alaska, Puerto Rico, Guam, American Samoa, U.S. Virgin Islands, and the District of Columbia

### 5. Point of Production: USA

### 6. Discount from list prices or statement of net price: Government Net Prices (discounts already deducted).

### 7. Quantity discounts:

- See Pricing Section for Net Quantity Pricing Details.

### 8. Prompt payment terms: 0% Net 30 Days

### 9a. Annotate if Government commercial credit card is accepted below the micro-purchase threshold:

YES  No

### 9b. Annotate if Government commercial credit card is accepted above the micro-purchase threshold:

YES  No

### 10. Foreign items (list items by country of origin): None

### 11a. Time of Delivery: 5 days if in stock.

### 11b. Expedited Delivery: Upon mutual agreement of contractor and Federal customer

### 11c. Overnight and 2-day delivery: Upon mutual agreement of contractor and Federal customer

### 11d. Urgent Requirements: Contact Contractor

### 12. FOB Point: Destination

**13. Ordering Address:**

BI Incorporated  
6400 Lookout Road, Suite 101  
Boulder, CO 80301-3377

**14. Payment address:**

BI Incorporated  
6400 Lookout Road, Suite 101  
Boulder, CO 80301-3377

**15. Warranty provision:** Contractor's standard commercial warranty applies

**16. Export Packing Charges:** Not applicable.

**17. Terms and conditions of Government commercial credit card acceptance:**

Will accept credit card payment for orders over the micro-purchase threshold of \$3,000.

**18. Terms and conditions of rental, maintenance, and repair:**

Each product line has specific terms and conditions associated with the line, at time of purchase BI will require customers to sign our standard service agreements associated specifically with the product line being purchased. BI will provide the applicable service agreement upon request.

**19. Terms and conditions of installation:**

Not Applicable

**20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices:**

Not Applicable

**20a. Terms and conditions for any other services (if applicable).**

Not Applicable

**21. List of service and distribution points (if applicable).**

6400 Lookout Road, Suite 101  
Boulder, CO 80301-3377

**22. List of participating dealers (if applicable).**

Not Applicable

**23. Preventive maintenance (if applicable).**

Not Applicable

**24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):**

Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov](http://www.Section508.gov):

Not Applicable

25. Data Universal Number System (DUNS): #094160959

26. Notification regarding registration in Central Contractor Registration (CCR) database.

Registered with CAGE Code: #3CUH9

## Product and Pricing Information

### SINs 246 20 4 and 246 1000 Only

#### Home Guard (Radio Frequency Packages) Rental and Monitoring Products

<b>Standard</b>	
1 to 250	\$2.37
251 to 500	\$2.34
500+	\$2.31

<b>Custom</b>	\$2.62
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<b>Full</b>	\$3.12
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#### Sobrietor Products

<b>Standard</b>	\$2.77
<b>Custom</b>	\$2.77
<b>Full</b>	\$2.77

#### GMU Groupguard and Xtnr and Monitoring Products

<b>Groupguard Base Price</b>	\$0.54
<b>Groupguard Plus Base Price</b>	\$0.64

#### Standard Xtnr & Monitoring

1-100	\$2.05
101-500	\$2.05
501-1000	\$2.05
1000 +	\$2.05

#### Custom Xtnr & Monitoring

1-100	\$2.64
101-500	\$2.58
501-1000	\$2.48
1000 +	\$2.36

#### Full Xtnr & Monitoring

1-100	\$3.30
101-500	\$3.22
501-1000	\$3.07
1000 +	\$2.96

<b>Exacutrack - Passive Rental &amp; Monitoring</b>	\$4.61
41 to 100	\$4.28
100+	\$4.02

**Exacutrack - Active Tracking Rental & Monitoring** \$5.09

#### Exacutrack - On Demand Rental & Monitoring

1 to 50	\$7.04
51+	\$6.80

Home Cell Products Rental and Monitoring \$3.02

**Home Guard 206 (Radio Frequency Packages with Cellular Communication) Rental & Monitoring Products**

Standard	\$4.28
Custom	\$4.53
Full	\$4.79

**TAD - Alcohol Only Rental & Monitoring Products**

Standard	\$6.54
Custom	\$6.80
Full	\$7.05

**TAD - Alcohol and RF Rental & Monitoring Products**

Standard	\$7.00
Custom	\$7.56
Full	\$8.11

**GMU Rental & Monitoring Products**

Standard	
1-250	\$2.37
251-500	\$2.34
500 +	\$2.31

Custom	\$2.62
--------	--------

Full	\$3.12
------	--------

**Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon**

A	ET One - 4 GPS Points per min., \$6.05 Data Transmission every 30 Min. no AFLT, with Zone Crossing Notification
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B	ET One - 2 GPS Points per min., \$5.89 Data Transmission every 15 Min, no AFLT, with Zone Crossing Notification
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C	ET One - 1 GPS Point per min., \$5.79 Data Transmission every 15 Min, no AFLT, with Zone Crossing Notification
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D	ET One - 1 GPS Point per min., Data Transmission every 15 Min, AFLT every 30 Min if needed, with Zone Crossing Notification	\$6.90
E	ET One - 1 GPS Point per min., Data Transmission every 30 Min, no AFLT, with Zone Crossing Notification	\$5.54
F	ET One - 1 GPS Point per min., Data Transmission every 30 Min, AFLT every 5 Min if needed, with Zone Crossing Notification	\$7.30
G	ET One - 1 GPS Point per min., Data Transmission every 30 Min, AFLT every 15 Min if needed, with Zone Crossing Notification	\$6.85
H	ET One - 1 GPS Point per min., Data Transmission every 30 Min, AFLT every 30 Min if needed, with Zone Crossing Notification	\$6.65
I	ET One - 1 GPS Point per min., Data Transmission every 60 Min, no AFLT, no Zone Crossing Notification	\$5.24
J	ET One - 1 GPS Point per min., Data Transmission every 60 Min, AFLT every 30 Min if needed, no Zone Crossing Notification	\$6.35
K	ET One - 1 GPS Point per min., Data Transmission every 60 Min, no AFLT, with Zone Crossing Notification	\$5.29
L	ET One - 1 GPS Point per min., Data Transmission every 60 Min, AFLT every 30 Min if needed, with Zone Crossing Notification	\$6.40
M	ET One - 1 GPS Point per min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	\$4.68

N	ET One - 1 GPS Point per min., Data Transmission every 240 Min, no AFLT, with Zone Crossing Notification	\$4.74
O	ET One - 1 GPS Point per min., Data Transmission every 720 Min, no AFLT, no Zone Crossing Notification	\$4.63
P	ET One - 1 GPS Point per min., Data Transmission every 720 Min, no AFLT, with Zone Crossing Notification	\$4.68
Q	ET One - 1 GPS Point per min., Data Transmission every 1440 Min, no AFLT, no Zone Crossing Notification	\$4.63
R	ET One - 1 GPS Point per 3 min., Data Transmission every 60 Min, no AFLT, no Zone Crossing Notification	\$4.73
S	ET One - 1 GPS Point per 3 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	\$4.61
T	ET One - 1 GPS Point per 3 min., Data Transmission every 240 Min, AFLT every 60 Min if needed, no Zone Crossing Notification	\$5.13
U	ET One - 1 GPS Point per 3 min., Data Transmission every 720 Min, no AFLT, no Zone Crossing Notification	\$4.53
V	ET One - 1 GPS Point per 10 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	\$4.53
W	ET One - 1 GPS Point per 30 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	\$4.53
X	ET One - 2 GPS Points per min., Data Transmission every 10 Min, no AFLT, with Zone Crossing Notification	\$5.84

Y ET One - 4 GPS Points per \$5.84  
 min., Data Transmission every 5  
 Min, no AFLT, with Zone  
 Crossing Notification

ET One Additional Beacon beyond the 1 \$0.36  
 included.

Exacutrack - On Demand Rental & Monitoring  
 1 - 50 \$7.04  
 51+ \$6.80

Exacutrack Enhanced Services \$0.91

Home Cell Products Rental & Monitoring \$3.02

VoiceID Monitoring  
 Per Check In  
 1-8,000 \$0.44  
 8,001+ \$0.39

Self-Report Monitoring  
 All Volumies - Per Action - No Fee Collection \$0.55

**Home Guard 200 & 205 Purchase Complete Unit**  
*Cumulative Discount based on \$ volume spent with BI*

\$1,000,000.00	\$1,020.60
\$500,000.00	\$1,064.93
\$250,000.00	\$1,142.51
\$50,000.00	\$1,163.66
\$35,000.00	\$1,247.29
\$1.00	\$1,329.90

**Home Guard 200 & 205 Maintenance**  
 \$94.30

**Sobriotor**  
*Cumulative Discount based on \$ volume spent with BI*

\$1,000,000.00	\$1,284.56
\$1.00	\$1,360.13

Sobriotor Maintenance \$180.44

OCU \$448.84

**Home Guard 206 Complete Unit with First Year Telecom Purchase**  
 \$2,334.88

**Home Guard 206 Maintenance with Telecom**  
 \$484.00

**Exacutrack Passive GPS Purchase - Complete Unit**  
*Cumulative Discount based on \$ volume spent with BI*

\$250,000.00	\$1,824.58
\$100,000.00	\$2,049.26
\$1,00+	\$2,229.60

**Exacutrack Passive GPS Maintenance**  
\$299.00

**Exacutrack AT Active GPS Purchase - Complete Unit**

\$1.00 to \$74,999	\$2,307.18
\$75,000 to \$124,999	\$2,107.69
\$125,000+	\$1,920.30

**Exacutrack One Beacon with First Year Telecom Purchase**  
\$2,256.80

**Exacutrack One Beacon Maintenance with Telecom**  
\$1,049.00

**TAD Bracelet and HomeBase**  
\$2,569.13

**TAD Maintenance**  
\$550.00

**Total Access Guardserver 500**  
\$65,648.70

**Total Access Guardserver 500 Maintenance**  
\$21,721.70

**Total Access Guardserver 1000**  
\$126,952.14

**Total Access Guardserver 1000 Maintenance**  
\$31,595.20

**GPS Only Server Usage Fee**  
\$0.96

**GPS + 30 Min AFLT Server Usage Fee**  
\$1.86

**ET AT Telecom Fee**  
\$1.27

**TAD Server Usage Fee**  
\$0.96

**TAD Cellular Base HB110 - Cellular enabled base station that is paired with the TAD alcohol detection bracelet allowing the alcohol data to be transmitted without a landline**  
\$1.52

**SL-100-M Soberlink SL2 – Rental:**

The Soberlink SL2 is an innovative handheld device, both cellular and GPS enabled, that allows community corrections agencies to monitor offender sobriety in the community. Rental includes the device, mouthpieces as needed, charger with cable and black zipper case.

1 to 75 Units: \$6.30 per month per unit  
75+ Units: \$6.00 per month per unit

**BI TAD Cell – First Year Telco**  
\$246.85 each

**BI TAD – Cellular HomeBase Only**  
\$1,940.55 each

**SIN 246-53 Only:**

**Month to Month Rental \$0.95**  
**Rates for Servers and Units**  
**Calling Into a Server**

HG200 or HG205	\$0.95
HG206	\$3.63
Sobrietor	\$1.81
TAD	\$5.19
TAD Cellular	\$6.70
ET Passive	\$2.98
ET AT	\$4.03
ET One	\$3.88
DriveBI	\$0.99
Self-Pay	\$0.20
TAGS 500 Server	\$97.24
TAGS 1000 Server	\$164.84

