



City of Santa Fe, New Mexico

Memorandum



DATE: September 28, 2020

TO: Jarel LaPan Hill, City Manager

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Virginia Vigil, Municipal Court Judge

FROM: Jacqueline Baca, Deputy Court Finance Administrator

ITEM AND ISSUE:

(Home Detention Monitoring) Request for the Approval of (GSA-#GS-07F-0518N in the Total Amount of \$ 15,000 for (Detainee Home Detention Monitoring for a 4 year term); BI Inc.; (Jacqueline Baca, jybaca@santafenm.gov, 505-955-5054 or 505-372-8506

BACKGROUND AND SUMMARY:

The electronic monitoring equipment shall be used in conjunction with a National Monitoring Center which is equipped with a monitoring software system that provides 24 hours, 7 days, 365 days a year of monitoring of Offenders.

PROCUREMENT METHOD:

The procurement method is the GAS #GS-07F-0518N expires on April 30, 2023.

CONTRACT NUMBER:

The FY21 Munis contract number is 3202247.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Municipal Court/232700

Munis Object Name/Number: Service Contracts/530310

ACTION REQUESTED:

Department Name respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202247

Contractor: BI Incorporated

Description: \$15,000 Per Year for 4 years
to Provide electronic monitoring equipment and transdermal Alcohol detection
equipment and services to be used by the municipal courts home detention program

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 07/01/2020 Term End Date: 06/30/2024

☐ Approved by Council

Date: 04/29/2020

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: GSA Contract GS-07F-0518N

Spencer
From: Spencer (Oct 19, 2020 15:24 MDT)

Oct 19, 2020

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: Home Detention Services

Org / Object: 2232700.510310

Alexis Lotero
Alexis Lotero (Oct 19, 2020 15:08 MDT)

Oct 19, 2020

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Jacqueline Baca

Phone # 505-955-5054

Email: jybaca@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: BI Inc.

Procurement Title: To Provide electronic Monitoring equipment and transdermal alcohol detection equipment

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ GS-07F-0518N

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Municipal Court Staff Name Jacqueline Baca

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Council Approved GSA GS-07F-0518N (GSA Memo is attached)

Jacqueline Baca

Deputy Court Finance Administrator

9/8/20

Department Rep Printed Name (attesting that all information included)

Title

Date

Fran Dunaway (Oct 9, 2020 15:24 MDT)

Purchasing Officer (attesting that all information is reviewed)

Title

Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, NM 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Renee Villarreal, District 1

Peter N. Ives, District 2

Carol Romero-Wirth, District 2

Roman "Tiger" Abeyta, District 3

Chris Rivera, District 3

Mike Harris, District 4

JoAnne Vigil Coppler, District 4

MEMORANDUM

Date: September 28, 2020

To: BI Inc.

Attn: Jacqueline Baca

From: Fran Dunaway, CPO, CNBM, City of Santa Fe Purchasing Division

RE: GSA Contract GS-07F-0518NFederal Service, **Miscellaneous Alarm and Signal System, Warning System Devices (Patient/Detainees)**

The City of Santa Fe by mutual agreement between the City and BI Inc. is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.
2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Ruth Skerjanec, VP Financial Planning
Print Name, Title

Email Address

Ruth Skerjanec
Signature

Company Name

9/29/2020
Date

Address

Cc: Fran Dunaway, CPO, Procurement File

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!*TM, a menu-driven database system. The INTERNET address for *GSA Advantage!*TM 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, 2023



BI Incorporated
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

Size: Large Business

Telephone: (303) 218-1000

FAX Number: (303) 218-1250

E-Mail: dawn.gagne@bi.com

WEB Site: www.bi.com

Contract Administration: Dawn Gagne (303) 218-1000

Effective through Modification PO-0054 – 03/22/2018

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
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

14. Payment address:

BI Incorporated
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

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).

6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301

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:

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	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246-20-4, 246-1000	Standard Home Guard (Radio Frequency Packages) Rental and Monitoring Products 1 to 250	ea	\$2.37	None
246-20-4, 246-1000	Standard Home Guard (Radio Frequency Packages) Rental and Monitoring Products 251 to 500	ea	\$2.34	None
246-20-4, 246-1000	Standard Home Guard (Radio Frequency Packages) Rental and Monitoring Products 500+	ea	\$2.31	None
246-20-4, 246-1000	Home Guard (Radio Frequency Packages) Rental and Monitoring Products- Custom	ea	\$2.62	None
246-20-4, 246-1000	Home Guard (Radio Frequency Packages) Rental and Monitoring Products- Full	ea	\$3.12	None
246-20-4, 246-1000	Home Guard 206 (Radio Frequency Packages with Cellular Communication) Rental & Monitoring Products- Standard	ea	\$4.28	None
246-20-4, 246-1000	Home Guard 206 (Radio Frequency Packages with Cellular Communication) Rental & Monitoring Products- Custom	ea	\$4.53	None
246-20-4, 246-1000	Home Guard 206 (Radio Frequency Packages with Cellular Communication) Rental & Monitoring Products- Full	ea	\$4.79	None
246-20-4, 246-1000	TAD - Alcohol Only Rental & Monitoring Products- Standard	ea	\$6.54	None
246-20-4, 246-1000	TAD - Alcohol Only Rental & Monitoring Products- Custom	ea	\$6.80	None
246-20-4, 246-1000	TAD - Alcohol Only Rental & Monitoring Products- Full	ea	\$7.05	None
246-20-4, 246-1000	TAD - Alcohol and RF Rental & Monitoring Products- Standard	ea	\$7.00	None
246-20-4, 246-1000	TAD - Alcohol and RF Rental & Monitoring Products-Custom	ea	\$7.56	None
246-20-4, 246-1000	TAD - Alcohol and RF Rental & Monitoring Products- Full	ea	\$8.11	None
246-20-4, 246-1000	Standard GMU Rental & Monitoring Products- 1-250	ea	\$2.37	None
246-20-4, 246-1000	Standard GMU Rental & Monitoring Products- 251-500	ea	\$2.34	None
246-20-4, 246-1000	Standard GMU Rental & Monitoring Products- 500 +	ea	\$2.31	None
246-20-4, 246-1000	GMU Rental & Monitoring Products- Custom	ea	\$2.62	None
246-20-4, 246-1000	GMU Rental & Monitoring Products- Full	ea	\$3.12	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- C 1.15.A0.zx- ET One - 1 GPS Point per min., Data Transmission every 15 Min, no AFLT, with Zone Crossing Notification	ea	\$5.79	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- E 1.30.A0.zxET One - 1 GPS Point per min., Data Transmission every 30 Min, no AFLT, with Zone Crossing Notification	ea	\$5.54	None

SINs	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- H 1.30.A30.zx- ET One - 1 GPS Point per min., Data Transmission every 30 Min, AFLT every 30 Min if needed, with Zone Crossing Notification	ea	\$6.65	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- L 1.60.A30.zx- ET One - 1 GPS Point per min., Data Transmission every 60 Min, AFLT every 30 Min if needed, with Zone Crossing Notification	ea	\$6.40	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- N 1.240.A0.zx- ET One - 1 GPS Point per min., Data Transmission every 240 Min, no AFLT, with Zone Crossing Notification	ea	\$4.74	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- O 1.720.A0- ET One - 1 GPS Point per min., Data Transmission every 720 Min, no AFLT, no Zone Crossing Notification	ea	\$4.63	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- P 1.720.A0.zx- ET One - 1 GPS Point per min., Data Transmission every 720 Min, no AFLT, with Zone Crossing Notification	ea	\$4.68	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- R 3.60.A0- ET One - 1 GPS Point per 3 min., Data Transmission every 60 Min, no AFLT, no Zone Crossing Notification	ea	\$4.73	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 3.720.A0- ET One - 1 GPS Point per 3 min., Data Transmission every 720 Min, no AFLT, no Zone Crossing Notification	ea	\$4.53	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 15sec.30.A0.zx- ET One - 4 GPS Point per 1 min., Data Transmission every 30 Min, no AFLT, Zone Crossing Notification	ea	\$6.05	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 30sec.30.A0.zx - ET One - 2 GPS Point per 1 min., Data Transmission every 15 Min, no AFLT, Zone Crossing Notification	ea	\$5.89	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.15.A0- ET One - 1 GPS Point per 1 min., Data Transmission every 15 Min, no AFLT, Zone Crossing Notification	ea	\$5.79	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.30.A5.zx - ET One - 1 GPS Point per 1 min., Data Transmission every 30 Min, 5 min AFLT, Zone Crossing Notification	ea	\$7.30	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.30.A15.zx - ET One - 1 GPS Point per 1 min., Data Transmission every 30 Min, 15 min AFLT, Zone Crossing Notification	ea	\$6.85	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.60.A0- ET One - 1 GPS Point per 1 min., Data Transmission every 60 Min, no AFLT, no Zone Crossing Notification	ea	\$5.24	None

SINs	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.60.A0.zx - ET One - 1 GPS Point per 1 min., Data Transmission every 60 Min, no AFLT, Zone Crossing Notification	ea	\$5.29	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.60.A30- ET One - 1 GPS Point per 1 min., Data Transmission every 60 Min, 30 min AFLT, Zone Crossing Notification	ea	\$6.40	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.240.A0- ET One - 1 GPS Point per 1 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	ea	\$4.68	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 1.1440.A0- ET One - 1 GPS Point per 1 min., Data Transmission every 1440 Min, no AFLT, no Zone Crossing Notification	ea	\$4.63	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 3.240.A0- ET One - 1 GPS Point per 3 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	ea	\$4.61	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 3.240.A60- ET One - 1 GPS Point per 3 min., Data Transmission every 240 Min, 60 min AFLT, no Zone Crossing Notification	ea	\$5.13	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 10.240.A0- ET One - 1 GPS Point per 10 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	ea	\$4.53	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 30.240.A0- ET One - 1 GPS Point per 30 min., Data Transmission every 240 Min, no AFLT, no Zone Crossing Notification	ea	\$4.53	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 30sec.10.A0.zx- ET One - 2 GPS Point per 1 min., Data Transmission every 10 Min, no AFLT, Zone Crossing Notification	ea	\$5.84	None
246-20-4, 246-1000	Exacutrack (ET) - One - GPS Only Rental & Monitoring - Includes 1 Bracelet and 1 Beacon- U 15sec.5.A0.zx- ET One - 4 GPS Point per 1 min., Data Transmission every 5 Min, no AFLT, Zone Crossing Notification	ea	\$5.84	None
246-20-4, 246-1000	VoiceID Monitoring - Per Check In - 1-8,000	ea	\$0.44	None
246-20-4, 246-1000	VoiceID Monitoring - Per Check In - 8,001 +	ea	\$0.39	None

SINs	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246-20-4, 246-1000	Home Guard 200 & 205 Purchase Complete Unit Cumulative Discount based on \$ volume spent with BI -- \$35000	ea	\$1,247.29	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
246-20-4, 246-1000	Home Guard 200 & 205 Purchase Complete Unit Cumulative Discount based on \$ volume spent with BI -- \$1.00	ea	\$1,329.90	None
246-20-4, 246-1000	Home Guard 206 Complete Unit with First Year Telecom Purchase	ea	\$2,334.88	None
246-20-4, 246-1000	Home Guard 206 Maintenance with Telecom	ea	\$484.00	None
246-20-4, 246-1000	Exacutrack One Beacon with First Year Telecom Purchase	ea	\$2,256.80	None
246-20-4, 246-1000	Exacutrack One Beacon Maintenance with Telecom	ea	\$1,049.00	None
246-20-4, 246-1000	TAD Bracelet and HomeBase	ea	\$2,569.13	None
246-20-4, 246-1000	GPS Only Server Usage Fee	ea	\$0.96	None
246-20-4, 246-1000	GPS + 30 Min AFLT Server Usage Fee	ea	\$1.86	None
246-20-4, 246-1000	ET AT Telecom Fee	ea	\$1.27	None
246-20-4, 246-1000	TAD Server Usage Fee	ea	\$0.96	None
246-20-4, 246-1000	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	ea	\$1.52	None
246-20-4, 246-1000	SL-100-M Soberlink SL2 – Rental: 1 - 75 Units:	ea	\$6.30	75+ units - \$6.00
246-20-4, 246-1000	BI TAD – Cellular HomeBase Only	ea	\$1,940.55	None
246-20-4, 246-1000	BI TAD – Cellular HomeBase first year telco	ea	\$246.85	None
246-20-4, 246-1000	BI Sobrietor - Purchase	ea	\$1,360.13	Cumulative Discount based on \$ volume spent with BI \$1,000,000.00 -- \$1,284.56 \$1.00 -- \$1,360.13
246-20-4, 246-1000	BI Sobrietor - Maintenance	ea	\$180.44	None
246-20-4, 246-1000	BI Sobrietor - Officer Control Unit (OCU) - purchase	ea	\$448.84	None
246-20-4, 246-1000	BI Exacutrack Passive GPS Purchase	ea	\$2,229.60	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
246-20-4, 246-1000	BI Exacutrack Passive GPS Maintenance	ea	\$299.00	None

SINs	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246-20-4, 246-1000	BI Exacutrack Active GPS Purchase	ea	\$2,307.18	\$1.00 to \$74,999 -- \$2,307.18 \$75,000 to \$124,999 \$2,107.69 \$125,000+ -- \$1,920.30
246-20-4, 246-1000	BI Total Access Guardserver 500 - purchase	ea	\$65,648.70	None
246-20-4, 246-1000	BI Total Access Guardserver 500 - maintenance	ea	\$21,721.70	None
246-20-4, 246-1000	BI Total Access Guardserver 1000 - purchase	ea	\$126,952.14	None
246-20-4, 246-1000	BI Total Access Guardserver 1000 - maintenance	ea	\$31,595.20	None
246-20-4, 246-1000	BI Sobrietor - Rental and Monitoring - Standard	ea	\$2.77	None
246-20-4, 246-1000	BI Sobrietor - Rental and Monitoring - Custom	ea	\$2.77	None
246-20-4, 246-1000	BI Sobrietor - Rental and Monitoring - Full	ea	\$2.77	None
246-20-4, 246-1000	BI Exactutrack Passive Tracker - Rental and Monitoring	ea	\$4.61	41 to 100 -- \$4.28 100+ -- \$4.02
246-20-4, 246-1000	BI Exactutrack Active Tracker - Rental and Monitoring	ea	\$5.09	None
246-20-4, 246-1000	BI Exactutrack On Demand Tracker - Rental and Monitoring	ea	\$7.04	51+ - \$6.80
246-20-4, 246-1000	Home Cell Rental and Monitoring	ea	\$3.02	None
246-20-4, 246-1000	Exacutrack One - Additional Beacon	ea	\$0.36	None
246-20-4, 246-1000	Exacutrack Enhanced Services	ea	\$0.91	None
246-20-4, 246-1000	Self Report Monitoring	ea	\$0.55	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - HG200 or HG205	ea	\$0.95	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - HG206	ea	\$3.63	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - TAD	ea	\$5.19	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - TAD Cellular	ea	\$6.70	None
246-53	ET One	ea	\$3.88	None
246-53	DriveBI Rental (The rental price is now \$0, if an agency is using our equipment)	ea	\$0.99	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - ET Passive	ea	\$2.98	None
246-53	Month to Month Rental Rates for Servers and Units Calling Into a Server - ET AT	ea	\$4.03	None
246-53	Self-Pay	ea	\$0.20	None
246-53	TAGS 500 Server	ea	\$97.24	None
246-53	TAGS 1000A10:A53	ea	\$164.84	None

SINs	Product Name	UOI	GSA Price	Quantity/ Volume Discount
246 20 4	SmartLink - 4 Feature Suite	per end user per day	\$0.99	Avg Monthly Users 151 - 500 =5.0% discount Avg Monthly Users 501+ =10.0% discount
246 20 4	SmartLink - Check In Only	per end user per day	\$0.45	Avg Monthly Users 151 - 500 =4.3% discount Avg Monthly Users 501+ =10.9% discount
246 20 4	SmartLink - Self Report	per end user per day	\$0.17	Avg Monthly Users 151 - 500 =5.9% discount Avg Monthly Users 501+ =11.8% discount
246 20 4	SmartLink - Calendaring	per end user per day	\$0.39	Avg Monthly Users 151 - 500 =5.0% discount Avg Monthly Users 501+ =10.0% discount
246 20 4	SmartLink - Resources	per end user per day	\$0.12	Avg Monthly Users 151 - 500 =8.3% discount Avg Monthly Users 501+ =8.3% discount
246 20 4	LOC8 1.30.W5.C30.zx	per end user per day	\$5.00	Avg Monthly Users 1 - 50 = \$5.00 incl IFF Avg Monthly Users 51 - 100 = \$4.70 incl IFF Avg Monthly Users 101 - 125 = \$4.20 incl IFF Avg Monthly Users 126 - 150 = \$4.15 incl IFF Avg Monthly Users 151 - 500 = \$4.05 incl IFF Avg Monthly Users 501+ = \$3.99 incl IFF
246 20 4	LOC8 1.30.W5.C0.zx	per end user per day	\$4.90	Avg Monthly Users 1 - 50 = \$4.90 incl IFF Avg Monthly Users 51 - 100 = \$4.60 incl IFF Avg Monthly Users 101 - 125 = \$4.20 incl IFF Avg Monthly Users 126 - 150 = \$4.15 incl IFF Avg Monthly Users 151 - 500 = \$4.05 incl IFF Avg Monthly Users 501+ = \$3.99 incl IFF
246 20 4	LOC8 1.240.W5.C0.zx	per end user per day	\$4.80	Avg Monthly Users 1 - 50 = \$4.80 incl IFF Avg Monthly Users 51 - 100 = \$4.50 incl IFF Avg Monthly Users 101 - 125 = \$4.10 incl IFF Avg Monthly Users 126 - 150 = \$4.05 incl IFF Avg Monthly Users 151 - 500 = \$3.99 incl IFF Avg Monthly Users 501+ = \$3.99 incl IFF
246 20 4	LOC8 1.720.W5.C0.zx	per end user per day	\$4.75	Avg Monthly Users 1 - 50 = \$4.75 incl IFF Avg Monthly Users 51 - 100 = \$4.45 incl IFF Avg Monthly Users 101 - 125 = \$4.05 incl IFF Avg Monthly Users 126 - 150 = \$3.99 incl IFF Avg Monthly Users 151 - 500 = \$3.99 incl IFF Avg Monthly Users 501+ = \$3.99 incl IFF
246 20 4	LOC8 1.720.W5.C0.nz	per end user per day	\$4.69	Avg Monthly Users 1 - 50 = \$4.70 incl IFF Avg Monthly Users 51 - 100 = \$4.40 incl IFF Avg Monthly Users 101 - 125 = \$4.00 incl IFF Avg Monthly Users 126 - 150 = \$3.99 incl IFF Avg Monthly Users 151 - 500 = \$3.99 incl IFF Avg Monthly Users 501+ = \$3.99 incl IFF



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of P INSURER B: Steadfast Insurance Company INSURER C: New Hampshire Insurance Company INSURER D: Illinois National Insurance Company INSURER E: American Home Assurance Company INSURER F:
INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431 USA	NAIC # 19445 26387 23841 23817 19380

COVERAGES

CERTIFICATE NUMBER: W13248825

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Medical Professional <input checked="" type="checkbox"/> Civil Rights GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6862427	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4993263	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000,000.00
	B <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			IPR0379227405	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	Y	017515840 (AOS)	10/01/2019	10/01/2020
B	Professional Liability			IPR 3792303-07	10/01/2019	10/01/2020	Per Loss \$3,000,000 Annual Agg \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
Santa Fe Municipal Court
2511 Camino Entrada
Santa Fe, NM 87507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431 USA	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract.

The City of Santa Fe is an additional insured.

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: 017515842 (VARIOUS)

EFF DATE: 10/01/2019

EXP DATE: 10/01/2020

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation -	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

ADDITIONAL REMARKS:

Workers Compensation: AK/AZ/IL/KY/NC/NJ/PA/UT/VA

INSURER AFFORDING COVERAGE: New Hampshire Insurance Company

NAIC#: 23841

POLICY NUMBER: 017515841 (MA OH WA WY)

EFF DATE: 10/01/2019

EXP DATE: 10/01/2020

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - MA OH WA WY	Each Accident	\$2,000,000
Per Statute	Disease-Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

ADDITIONAL REMARKS:

Stop Gap - OH, WA, WY included

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability InsuranceINSURER AFFORDING COVERAGE: Illinois National Insurance CompanyNAIC#: 23817POLICY NUMBER: 017515844 (FL) EFF DATE: 10/01/2019 EXP DATE: 10/01/2020SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - FL	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: American Home Assurance CompanyNAIC#: 19380POLICY NUMBER: 017515843 (CA) EFF DATE: 10/01/2019 EXP DATE: 10/01/2020SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease -Policy Limit	\$2,000,000
	Disease-Each Employee	\$2,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of PittsburghNAIC#: 19445POLICY NUMBER: 4993264 EFF DATE: 10/01/2019 EXP DATE: 10/01/2020ADDITIONAL INSURED: YSUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$5,000,000
Any Auto including		
Hired & Non-Owned		

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431 USA	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
POLICY NUMBER: 4993265 EFF DATE: 10/01/2019 EXP DATE: 10/01/2020

NAIC#: 19445

ADDITIONAL INSURED: Y
SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only Any Auto including Hired & Non-Owned	Combined Single Limit	\$5,000,000

INSURER AFFORDING COVERAGE: Steadfast Insurance Company
POLICY NUMBER: ZRE 0184690-00 EFF DATE: 10/01/2015 EXP DATE: 10/01/2020

NAIC#: 26387

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

Business Name: BI INCORPORATED
DBA: BI INCORPORATED

Business Location: 5441 WATSON DR SE
ALBUQUERQUE, NM 87106

Owner:

License Number: 227589

Issued Date: June 16, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

BI INCORPORATED
4955 TECHNOLOGY WAY
BOCA RATON, FL 33431

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and B I Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work: Electronic monitoring equipment to be used by the Santa Fe Municipal Court's Home Detention Program

1) The electronic monitoring equipment shall be used in conjunction with a National Monitoring Center which is equipped with a monitoring software system that provides 24 hours, 7 days, 365 days a year of monitoring of offenders.

2) The electronic monitoring equipment in operation shall utilize a toll-free number.

B. Training to the court's representative on all equipment and service on tracking system.

C. Supply all necessary training manuals.

D. Instruct court's representative on how to properly maintain the monitoring equipment

E. Provide daily activity reports and alarm notifications to the court's representative.

F. Maintain monitoring activity reports for at least three years.

G. Provide equipment and monitoring for TAD (Transdermal Alcohol Device)

H. The contractor shall be responsible for any lost or damaged equipment.

I. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1) The Contractor represents that it possesses the personnel, experience and

knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed (\$15,000.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$15,000). 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. Contractor is responsible for notifying the City 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 prior to those services in excess of the total compensation amount being provided.**

Product and Pricing Information

Home Guard (Radio Frequency Packages) Rental and Monitoring Products

HG200 Monitoring	\$1.10 per active unit per day
HG200 Equipment Rental	\$1.27 per active unit per day
Subtotal Pricing	\$2.37 per active unit per day
L&D Incremental	\$0.45 per active unit per day
TOTAL	\$2.82 per active unit per day

No-charge Spares: Each month, City is entitled to keep a quantity of HG200 Units equal to 20% of that month's average number of Active Units per day, in its possession at no charge (i.e. these units are not subject to the Unit Rental Charge while not in use).

Transdermal Alcohol Detector (TAD) – Alcohol Monitoring only (or TAD plus Radio Frequency) Rental & Monitoring Products

TAD Monitoring	\$1.93 per active unit per day (\$2.39 for TAD + RF)
TAD Equipment Rental	\$4.61 per active unit per day
Subtotal Pricing	\$6.54 per active unit per day (\$7.00 for TAD + RF)
L&D Incremental	\$1.19 per active unit per day
TOTAL	\$7.73 per active unit per day (\$8.19 for TAD + RF)

No-charge Spare: Each month, City is entitled to keep two (2) TAD Units in its possession at no charge (i.e. this unit is not subject to the Unit Rental Charge while not in use).

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.

CB Monitoring	N/A
CB Equipment Rental	\$1.52 per active unit per day
Subtotal Pricing	\$1.52 per active unit per day
L&D Incremental	\$0.23 per active unit per day
TOTAL	\$1.75 per active unit per day

No-charge Spare: Each month, City is entitled to keep two (2) TAD Cellular Base Units in its possession at no charge (i.e. this unit is not subject to the Unit Rental Charge while not in use).

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the

Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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 prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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 City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and

notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records

shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. 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 City: Jacqueline Baca
P.O. Box 909
Santa Fe, NM 87504

To the Contractor: B I Inc.,
6265 GUNBARRELL AVENDUE SUITE B
BOULDER, CO 80301

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

N WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Oct 20, 2020 09:55 MDT)

JAREL LAPAN HILL,
CITY MANAGER

DATE: Oct 20, 2020

CONTRACTOR:

B I INC.

Ruth Skerjanec

NAME & TITLE

Ruth Skerjanec, VP Financial Planning

DATE: 9/21/2020

CRS# 02-304-825-005

Registration # 227589

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

XIV
XIV

Marcos Martinez

Marcos Martinez (Sep 3, 2020 13:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

2232700.510310

Business Unit Line Item

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2020 09 01 2020-21 PSA-B I Inc_

Final Audit Report

2020-09-03

Created	2020-09-03
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status	Signed
Transaction ID:	CBJCHBCAABAA9jYs_q2YijlYTLkc4Mplgof3jSt-wbtj

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-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Signature: Xavier Vigil
Xavier Vigil (Oct 20, 2020 09:40 MDT)

Email: xivigil@santafenm.gov












CM COURTS BI INCORP


Final Audit Report


2020-10-20


Created:	2020-10-07
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtsv7Kur1ZgVmJ1uq4jEJ8_luz56QGKAy


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2020-10-20 - 4:20:40 PM GMT