

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth on the City’s signature page (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), and **B.I. INCORPORATED**, a Colorado corporation, with its principal place of business at 6400 Lookout Road, Boulder, Colorado 80301 (“Contractor” or “BI”) collectively referred to as the “Parties”

WITNESSETH:

WHEREAS, the City desires the Contractor to perform offender monitoring services for various City agencies; and

WHEREAS, the Contractor has the present capacity and is experienced and qualified to provide such services.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Services: The Contractor shall diligently and professionally, under the general direction of the Executive Director of the Department of Safety (“City Representative”), perform offender monitoring and related services, all as more particularly described in **Exhibit A**, the **Scope of Work, Technical Specifications and Warranty** (“Work”) and **Exhibit B** (schedule and rates), as hereinafter defined, both of which are incorporated herein by this reference and made a part of this Agreement as if set forth in full herein. The order of preference shall be that the terms of this Agreement shall control and take precedence over **Exhibit A** and **Exhibit B**. **Exhibit A** shall control and take precedence over **Exhibit B**. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the City Representative, or other designated City officials, including without limitation the Director of the Division of Community Corrections and

designees, and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor's work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the City Representative, shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

C. Conflict of Interest: The Contractor shall provide the services under this Agreement with the highest ethical standards. In the event that the Contractor determines to provide similar services to other parties that may give rise to a conflict of interest or potential conflict of interest and were not previously disclosed to the City, the Contractor shall first notify the City Representative of the proposed undertaking. In the event that the proposed undertaking creates a conflict of interest or a potential for conflict of interest, as may be determined in the sole discretion of the City Representative, the City may terminate this Agreement immediately. The Contractor shall notify the City Representative immediately upon becoming aware of any circumstances that create a conflict of interest or potential for conflict of interest. In the event that during the term of this agreement, circumstances arise to create a conflict of interest or a potential for conflict of interest, the City may terminate this Agreement immediately.

2. TERM: The term of the Agreement is from February 1, 2014 until January 31, 2017, or until the Maximum Contract Amount specified in sub-section 3.A. below is expended and all of the Services specified in **Exhibit A** has been satisfactorily performed, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement ("**Term**"). Subject to the City Representative's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the City Representative. The City may elect, in its sole and absolute discretion, to extend the Term for up to two (2) additional one (1) year periods. Any extension of the Term shall be in writing and shall be executed in the same manner as this Agreement.

3. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for the performance of the work set out in **Exhibit A** shall in no event exceed the sum of **ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,800,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. Payments: Monthly payments shall be made to the Contractor in accordance with the progress of the work as set out in **Exhibit A** and the schedule and rates specified on **Exhibit B**. Monthly invoices submitted by the Contractor to the City Representative must fully document services rendered and hours spent providing the specified services, and any other authorized and actually incurred expenses, and must be approved by the City Representative in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City's Prompt Payment Ordinance, §§ 20-107 through 20-118, D.R.M.C.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendment: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

4. TERMINATION:

A. Termination for Convenience of the City: The City Representative, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the

City Representative. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the City Representative (in the City Representative's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Cause: The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the City Representative notifies the Contractor that the Contractor's work has become unsatisfactory to the City Representative and the City Representative is terminating the Agreement, except to the extent that the City Representative specifies certain work to be completed prior to terminating this Agreement.

B. Compensation: If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the City Representative and (2) the cost of any work which the City Representative authorizes in writing which the City Representative determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of

such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

C. Product Delivery: If this Agreement is terminated for any reason, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method the City deems expedient. The Contractor shall deliver to the City all drafts or other documents the Contractor has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City. These documents and materials shall be the property of the City. Copies of work product incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE".

5. **RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action or inaction, including any payments to the Contractor, by the Contractor constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. **INDEPENDENT CONTRACTOR**: It is understood and agreed that the status of the Contractor shall be that of an independent contractor and an entity or person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.x. of the Charter of the City. It is not intended, nor shall it be construed, that the Contractor or the Contractor's employees, agents, or subcontractors are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. **INSURANCE:**

A. **General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverage. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Professional Liability and Business Auto Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For Commercial General Liability, Business Automobile Liability, and Workers Compensation; the Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors: All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors and as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each claim made, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: The Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Technology Errors & Omissions including Cyber Liability: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$250,000 per occurrence and \$250,000 policy aggregate.

J. Additional Provisions:

(1) For Commercial General Liability the policy must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

(ii) Defense costs in excess of policy limits;

(iii) A severability of interests, separation of insureds or cross liability provision; and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At the Contractor's own expense, where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. DEFENSE & INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to

indemnify City for any acts or omissions of the Contractor or its sub-Contractors or subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether an action has been filed in court on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued and/or it is alleged that the City's negligence or willful misconduct was the sole cause of the alleged damages.

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

10. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all

bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

11. EXAMINATION OF RECORDS: The Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

12. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations hereunder without first obtaining the written consent of the City Representative. Any assignment or subcontract approved by the City Representative may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the City Representative's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations hereunder without such prior written consent of the City Representative may, at the option of said City Representative, terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said City Representative.

A. Approved Subcontract. With prior written consent of the City Representative, the Contractor may subcontract portions of the Work. The Contractor is prohibited from hiring any subcontractor currently debarred by the City under section 20-77 of the Denver Revised Municipal Code. A subcontract does not create, and shall not be interpreted as creating, any contractual relationship or privity of contract between the City and any subcontractor. The acceptance or rejection of a proposed subcontractor shall not create in that subcontractor a right to any subcontract nor shall said acceptance or rejection relieve the Contractor of its responsibilities for the Work of any subcontractor. The Contractor shall be responsible for any acts or omissions of its subcontractors, suppliers and personnel. In addition, all Work performed for the Contractor by a subcontractor or supplier

shall be pursuant to an agreement between the Contractor and the subcontractor or supplier which shall contain provisions that:

1. Require the subcontractor or supplier to be bound to the Contractor by the terms of this Agreement;
2. Require all subcontracted Work to be performed in accordance with the requirements of the Agreement, and, that with respect to the Work the subcontractor or supplier performs, that the subcontractor or supplier assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City;
3. Preserve and protect the rights of the City with respect to the Work to be performed so that the subcontracting thereof will not prejudice those rights;
4. Require each of its subcontractors or suppliers to include in their contracts with lower tier subcontractors or suppliers these same requirements; and
5. Require each subcontractor or supplier to make copies of this Agreement available to the subcontractor's or supplier's subcontractors or suppliers. The Contractor shall make available to each proposed subcontractor or supplier, prior to the execution of the subcontract, copies of this Agreement.

B. Performance and Payment Bond. If the Contractor subcontracts any of the Work, the Contractor, at the sole discretion of the City, may be required to issue one or more performance or payment bonds in favor of the City

13. NO THIRD PARTY BENEFICIARY: The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be executed by the City, as required by Charter and ordinance.

15. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the

complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

16. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The legislative agenda, priorities, actions, and needs of the City shall take precedence over any other obligations (contractual or otherwise, direct or indirect) of the Contractor. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice which describes the conflict.

18. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of

similar importance, including changes to the persons to be notified or their addresses, shall be made:

By City to: B.I. Incorporated
6400 Lookout Road
Boulder, Colorado 80301

By Contractor to: Community Corrections Division
City and County of Denver
303 West Colfax Avenue, Suite 1700
Denver, Colorado 80204

All notices shall be in writing and provided by either personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

19. DISPUTES: All disputes of whatsoever nature between the City and the Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code (“D.R.M.C.”), § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the City Representative.

20. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and Work under this Agreement in full compliance with all applicable laws, ordinances, codes, rules, regulations and executive orders of the United States of America, the State of Colorado, and the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of Work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

22. SMALL BUSINESS ENTERPRISES: The Contractor shall make a good faith effort to utilize qualified and available Small Business Enterprises (SBE) to the extent required by § 28-205, *et seq.*, D.R.M.C.

23. PREVAILING WAGES: Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the scope of work of the Contractor or the Contractor's subcontractors. A copy of the City's latest update to Prevailing Wage Schedules is attached hereto and incorporated herein as **Exhibit D**.

24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Contractor acknowledges and accepts that, in performance of all Work under the terms of this Agreement, the Contractor may have access to proprietary data or confidential information that may be owned or controlled by the City, and that the disclosure of such proprietary data or confidential information may be damaging to the City or third parties. The Contractor agrees that all information designated or marked as proprietary data or confidential information and provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent Contractor

would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not be limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic format.

(1) **Use of Proprietary Data or Confidential Information:** Except as expressly provided by the terms of this Agreement and subject to written permission of the City Representative, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Representative; (2) except as otherwise required by this Agreement, the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) except as otherwise required by this Agreement, the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) **Employees and Subcontractors:** The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) **Disclaimer:** **Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's Work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.**

B. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this subsection including, but

not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26. INTELLECTUAL PROPERTY RIGHTS: The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such Materials to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

27. SOFTWARE PIRACY PROHIBITION: The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

28. NO EMPLOYMENT OF ILLEGAL ALIENS.

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the “Certification Statute”) and the Contractor is liable for any violations as provided in the Certification Statute.

B. The Contractor certifies that:

1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the “Department Program”), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

2) It shall not enter into a contract with a sub-Contractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

5) If it obtains actual knowledge that a sub-Contractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-Contractor or subcontractor and the City within three days. The Contractor will also then terminate such sub-Contractor or subcontractor if within three days after such notice the sub-Contractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-Contractor or subcontractor provides information to establish that the sub-Contractor or subcontractor has not knowingly employed or contracted with an illegal alien.

6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

29. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits and attachments hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

32. **INUREMENT**: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

33. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

34. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

35. **CITY EXECUTION OF AGREEMENT**: This Agreement shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

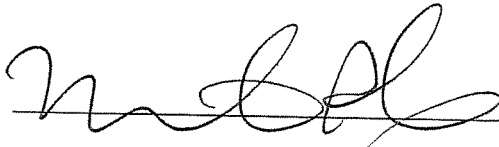
36. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(SIGNATURE PAGES TO FOLLOW)

Contract Control Number: SAFTY-201314300-00

Contractor Name: B I INC BEHAVIORAL INTERVENTIONS

By: 

Name: Michael Pharris
(please print)

Title: Asst. Contractor
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Exhibit A

(Exhibit on Following Page)

Appendix A: Scope of Work and Technical Requirements (RFP Section C.1–C.8)

This section provides point-by-point responses to all requirements of sections C.1 through C.8 as outlined in the RFP. RFP content that was modified by Agency Addenda is indicated by **Red** formatting.

General Definition and Scope (C.1–C.2.)

The Proposer **must shall** provide the required equipment and services for the categories for which it receives award.

BI Response:

The following list summarizes the complete range of products, services, and solutions offered by BI for the major categories set forth in RFP Section C.1.

| C.1.a. | C.1.b. | C.1.c. | C.1.d. | C.1.e. | C.1.f. |
|---|---|---|--|---|---|
| Active/Passive/Hybrid GPS Tracking | Radio Frequency (RF) Tracking | Video and/or Voice Tracking/Verification/Message Reporting | Alcohol Monitoring | Continuous Alcohol Monitoring | Continuous Alcohol Monitoring/RF Tracking |
| ExacuTrack One | HomeGuard | VoicelD | Sobriotor | TAD | TAD |
|  |  |  |  |  |  |
| | GroupGuard | | SL2 | TAD Cellular | TAD Cellular |
| |  | |  |  |  |
| | Drive-BI | | | | Drive-BI |
| |  | | | |  |

BI's TotalAccess monitoring application provides complete caseload management for the continuum of BI manufactured electronic monitoring products, including GPS, RF, Voice Verification, and Alcohol Monitoring. TotalAccess supports all proposed BI technologies except VoicelD and SL2, which each currently provide their own web portal. TotalAccess supports all BI technologies currently used by the City.

Monitoring Services Provided by Proposer (C.2.a.)

1. *The Proposer's place of business and monitoring center services facilities used for this program shall be located within the United States of America. The Contractor's primary monitoring center shall be capable of uninterrupted operation 24/7/365. This shall include all systems, hardware and software, communications and building support services such as electrical power.*

BI Response:

BI's corporate headquarters is located in Boulder, Colorado. Our Monitoring Operations center is located in Anderson, Indiana. All of BI's monitoring systems have multiple redundancies, ensuring that we are able to effectively monitor a varying population of offenders on a continual basis. The Monitoring Operations center is fully staffed, around the clock, to address all support and technical inquires, as well as manage alert notifications.

Multiple Redundancies Ensure Uninterrupted Services

BI has numerous backup systems for hardware and environmental systems, including:

- In addition to redundant servers (geographic redundancy) each server has a RAID subsystem, which provides reliability and fault tolerance (local redundancy). In RAID, data is striped across a set of drives. That set of drives is mirrored, which results in two identical sets of striped data. If one disk fails, the other disks continue to function while the disk that failed is repaired or replaced.
- BI has both telephone service provider and component diversity. Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder corporate office. All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing last mile redundancy. Multiple, diversely routed T1s connect the Monitoring Operations center and Boulder corporate office, providing large bandwidth for data connectivity.
- In order to provide customer access to our internet applications, BI has redundant and diversely routed internet connection paths, as well as two separate internet providers. This combination allows BI to maintain internet access even if one of the two ISP's should have a service-affecting outage.
- If commercial AC power is lost to the building(s), uninterruptible power supplies (UPS) instantly deliver backup power to all servers for up to 15 minutes. However, within six seconds of a power loss, a diesel-powered generator is automated and comes online to deliver power to both facilities in Boulder and Anderson. From the field, any shift in power sources is transparent. If necessary, a natural gas generator automatically comes online to replace the diesel-powered generator. The Monitoring Operations center can operate on generator power indefinitely. Both generators are secured in a restricted-access area, and are tested monthly.

In addition, BI has developed and regularly tests disaster recovery plans, and has created a 20-member designated emergency response team to provide coordination and support in the event of a disaster, including deployment of a backup call center in Boulder.

2. *The Proposer's monitoring center shall be monitored twenty four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.*

BI Response:

BI's Monitoring Operations center is monitored, staffed, and available 24 hours a day, 7 days a week.

3. *Each monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.*

BI Response:

BI servers in Colorado and Indiana are housed in secure, temperature controlled environments with access restricted only to authorized personnel. All computer rooms have multiple HVAC systems and are temperature and humidity controlled. Temperatures in computer storage areas are held between 60 and 70 degrees Fahrenheit. In addition, BI's computer rooms include automated temperature monitoring systems that notify personnel in the event of low or high (as specified) temperatures.

4. *The Proposer shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.*

BI Response:

BI understands and will comply with this requirement.

5. *The Proposer shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.*

BI Response:

BI's Monitoring Services maintains a comprehensive certification and training program for all Monitoring Service Specialists. A Manager of Training oversees the training programs. Successful completion of training and certification is required for all personnel in monitoring operations. Certification must be achieved prior to being permitted to work in the monitoring center. When necessary, BI will develop written operational procedures specific to the Agency's monitoring requirements for reference by BI personnel.

- **Certification Program.** All new personnel hired for a position in the BI's monitoring center are required to complete a seven-week training program that consists of five modules. Two modules require particular focus: equipment training and system application training. The equipment module covers all of BI's monitoring products, including GPS, RF, and alcohol.
- **Performance Measurements.** BI records all calls in and out of our Monitoring Operations center. The Training department regularly critiques randomly-selected calls to verify that Specialists are following proper procedures, all customer questions are handled appropriately, and all issues are resolved.



Monitoring Service Specialists

With an average tenure of over 9 years, Specialists are certified through participation in a stringent training curriculum and receive feedback on a weekly basis to ensure optimal performance.

6. *The Proposer shall provide the City a dedicated toll free contact number, accessible and staffed twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.*

BI Response:

Agency personnel may reach the BI Monitoring Operations center at any time through a toll free number. The Monitoring Operations facility is solely dedicated to supporting our customer's electronic monitoring program.

7. *In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the Contract Manager or designee by telephone and email, but no later than thirty (30) minutes after discovery of service failure.*

BI Response:

BI understands and will comply with this requirement.

8. *The Contractor's monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the City and the Contractor. The Contractor's monitoring center shall be responsible for contacting the City's designated officer via text, message, email and/or phone. The means or mode of contact shall be at the City's discretion. These services shall be provided twenty four (24) hours per day, seven (7) days per week.*

BI Response:

Manual Closed Loop Notification Procedures

BI can provide a completely manual system in which our Monitoring Specialists send a fax, text, or email alert notification to an officer, but leave the alert open until the officer calls back. If the officer does not call back within a specified timeframe, the Specialist escalates the notification to the next specified officer or follows the predefined agency procedure. BI Specialists document all actions taken in the monitoring software in order to provide an audit trail that can be viewed by agency personnel at any time.

Automated Closed Loop Notification Procedures

The computer automatically sends predetermined agency personnel a violation notification by email, text, and / or fax when the field equipment notifies the monitoring computer system of a violation. Notifications can be sent via multiple methods, can be sent to more than one person simultaneously, and can even be delayed by event pairing.

To provide automated closed-loop notification, TotalAccess utilizes the OneTouch feature. OneTouch allows officers to receive emailed alert notification on their computer or smartphone and manage the alert themselves. Links in the notification email allow officers to close the alert, delay it (to be closed later) or connect via BI Mobile to manage limited offender information, such as a one-time curfew schedule extension. All OneTouch actions are logged as completed by the OneTouch user, providing confirmation that alerts were addressed by officers. Alerts that are not addressed in a timely manner can be setup to automatically escalate to other agency personnel.

Automated Alert Escalation

The agency can assign one or more contact list to a specific alert. Users have the ability to create contact lists for notification escalation that specifies:

- Which agency personnel are to be contacted
- The method of contacting personnel (fax, email, or text)
- The number of attempts that should be made to contact each person
- How long to wait between contact attempts
- The hours appropriate to contact agency personnel

9. *As required by the City's designee, the Contractor shall provide a dedicated toll-free telephone number to be supplied to the City's supervised offenders which shall be utilized to contact the monitoring center for alarm notification resolution.*

BI Response:

BI customer support is available by a toll-free telephone number. BI has the capability to provide a toll-free telephone number dedicated to the City; however, this function must be provided at an added charge to the pricing attachment through negotiation with the City or any requesting agency due to the variability of alarm notifications and follow-up requirements.

10. *The Contractor shall provide immediate notification via telephone, cellular telephone, text message, and/or email 24 hours a day, seven days a week to designated City staff when an alarm notification is generated. The contractor's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.*

BI Response:

When BI electronic monitoring equipment reports a program violation, the monitoring system immediately initiates the alert notification process specified by the agency. This includes notification via telephone call, text message, or email. BI Monitoring Services Specialists have the capability to call designated agency personnel in response to high priority alert occurrences.

11. *The Contractor shall be able to receive a verifiable confirmation via a telephone call from the monitoring center to the designated City staff to confirm that all immediate alarm notifications were received/acknowledged by City staff. The Contractor shall be responsible to maintain a call tree to be utilized when contacting City staff to report alarm notifications pursuant to established protocols.*

BI Response:

BI has the capability to support this specification per the pricing attachment; however, this function is not part of our standard offering.

12. *The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.*

BI Response:

BI has both telephone service provider and component diversity. Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder corporate office. All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing last mile redundancy. Multiple, diversely routed T1s connect the Monitoring Operations center and Boulder corporate office, providing large bandwidth for data connectivity.

13. *The Contractor shall have the ability to write files to a server at the Contractor's site and shall allow the City to retrieve the files on a daily basis through a secure File Transfer Protocol (FTP) or other secure transmission method. The files will need to include the following information:*

1. *File 1 – Alarm File*
 - *The key file the Contractor uses to distinguish each alarm.*
 - *The type of alarm as defined by the City.*
 - *The Identification number of the offender.*
 - *Date and time of the alarm.*
 - *Length of the alarm (until resolution).*

2. *File 2 – Comment File*
 - *The key field the Contractor uses to distinguish each alarm.*
 - *Comments relating to the alarm.*
 - *Date and time of updates to the comments.*
3. *File 3 – Alarm Cleared*
 - *The key field that the Contractor uses to distinguish each alarm.*
 - *Date and time the alarm was cleared.*
4. *File 4 – Points Reviewed*
 - *The ID number of the offender.*
 - *The USERID of the officer reviewing the points*
 - *Date the points were reviewed.*
 - *Dates of the points reviewed by the officer.*

BI Response:

We do not currently provide several of the web services highlighted above, including the type of alarm as defined by the City and length of the alarm in File 1, comments relating to an alarm and the date/time of updates to comments in File 2, and User ID of the officer reviewing points and the dates regarding points in File 4. Adding these items to our capabilities will require negotiation with the City in conjunction with BI's Product Development team.

Equipment to Be Provided by Contractor (C.2.b.)

Contractor shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but not limited to: transmitters, base stations, receivers, tracking devices, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, etc.

BI Response:

BI understands and will comply with this requirement. Please see BI's *Cost Proposal* for additional information.

1. *All equipment provided by the Proposer shall remain the property of the Proposer and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied ~~must~~ shall be latest design and model equipment unless specifically requested by the City.*

BI Response:

BI understands and will comply with this requirement. All equipment will be rented to the City, in reliable working condition, and of the latest design and model equipment unless specifically requested.

2. *For those offenders for whom monitoring is requested who reside in areas that have technical and/or geographical limitations, the Proposer shall provide either alternate technology or installation of a phone line at the residence at no extra charge to the City or the offender. If there is an identified limitation to the equipment functioning in a specific area, Proposer shall provide equipment that will allow the same function at the same price as equipment originally requested.*

BI Response:

BI's proposed equipment is versatile and provides various options to avoid limitations for functioning in specific areas. There are no identified limitations to BI's proposed equipment. As an alternative to any monitoring technologies that utilize telephone landline, BI provides cellular options for those same technologies.

3. *The equipment provided shall be of a technology currently in use by the manufacturer, proposer, or both and ~~must shall~~ be identified by brand and model number in the Proposer's proposal.*

BI Response:

BI is proposing the following brands and models of equipment:

- BI ExacuTrack One: EX-600
- BI HomeGuard: HG-2200 (200), CL-3206 (206 Verizon), CL-4206 (206 Sprint)
- BI GroupGuard: GG-3400, GG-3450 (Cellular), GG-3500 (Plus)
- BI Drive-BI: HG-2020
- BI VoiceID: 1030
- BI Sobrietor: 93-9300, 93-9350 (Multi-Language), 93-9360 (Cellular)
- SL2: SL-100
- BI TAD: TAD-100

4. *The Proposer shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Proposer shall submit the applicable FCC ID numbers for all proposed equipment.*

BI Response:

The ExacuTrack One complies with all applicable FCC requirements and is registered with the FCC. The Approval Number is TS5-6055M-ET300.

The HomeGuard 200 and 206 receivers comply with all applicable FCC regulations and are registered with the FCC. The Approval Number is GN7USA-27502-MD-E.

The HomeGuard transmitter complies with all applicable FCC regulations and is registered with the FCC. The Approval Number is CSQHG200A.

The BI Sobrietor complies with all applicable FCC regulations and is registered with the FCC. The Approval Number is GN7USA-27124-MD-E.

The BI TAD complies with all applicable FCC regulations and is registered with the FCC. The Approval Number is CSQTAD001.

The BI HomeBase receiver complies with FCC regulations, Part 15; the Approval Number is CSQHB100. HomeBase also complies with FCC regulations, Part 68; the Approval Number is GN7MM01B HB-100.

The SL2 complies with all applicable FCC regulations and is registered with the FCC. The Approval Number is 5131ADE910-DUAL.

5. *The equipment provided shall not be available as an open market item if this could compromise the security of the system.*

BI Response:

None of BI's proposed equipment is available on the open market.

6. *Replacement equipment initially provided by the Proposer shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Proposer in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.*

BI Response:

BI understands and will comply with this requirement. In order to promote our environmentally sustainable business practices, BI will provide like-new equipment to the City.

7. *The Proposer is responsible, at no additional cost to the City except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Proposer is responsible for all costs for shipping, shipping materials and delivering equipment to, from, or between any City offices located within Colorado.*

BI Response:

BI understands and will comply with this requirement.

8. *In the event that any of the equipment or software provided under the contract fails to function properly, or is lost, stolen or damaged, the Proposer(s), at no additional cost to the City, shall deliver a replacement component or components to the designated City office within 48-72 hours of notification by City. City and its client departments will make all reasonable efforts to deter the theft, loss or damage to the Proposer's equipment. The Proposer shall replace lost, stolen, or damaged equipment.*

BI Response:

BI understands and will comply with this requirement. Please see BI's *Cost Proposal* for additional information.

9. *When the City activates equipment that has been in shelf stock, the Proposer shall deliver to the designated district office a replacement component or components within 24 hours of notification by City.*

BI Response:

BI understands and will comply with this requirement.

10. *The Proposer ~~must~~ shall provide, at no additional cost to the City, all necessary tools and as many needed per officer or district office to install, adjust, and remove the Proposer- provided equipment. City will notify the Proposer on the number needed.*

BI Response:

BI understands and will comply with this requirement. Please see BI's *Cost Proposal* for additional information.

11. *All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the City. During the life of the contract, and with the prior approval of City, the Proposer shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to City.*

BI Response:

BI is continually refreshing and improving our offerings for the purpose of staying current with relevant technology and ensuring that we provide optimal solutions to our customers. We also ensure that applicable updates are migrated into our existing products at no additional cost to our customers. This is seen as we refurbish every unit returned to us and update it to the latest level of functionality. For example, in the past year, BI has released three revisions of firmware for our ExacuTrack One, adding enhanced features and functionality. In the past year, improvements to the ExacuTrack One hardware included revised batteries, buckles, and straps. BI never returns a down revision unit to the customer. Every unit is always shipped with the latest version available for both the hardware and firmware.

BI will ensure that all equipment proposed and provided under this contract shall be of the latest industry standards unless specifically requested by the City. At no additional charge to the City, BI will ensure that all applicable updates are migrated into our proposed products provided to the City during the life of the contract.

12. *At no additional charge, the Proposer shall furnish for each system in operation one (1) spare unit for every five (5) units, with a minimum of one (1) unit for shelf stock, per department. In addition, the Proposer shall furnish one (1) unit for each department for response.*

BI Response:

BI understands and will comply with this requirement. Please see BI's *Cost Proposal* for additional information.

13. *The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.*

BI Response:

BI understands and will comply with this requirement. Please see the response to C.2.b.4 on page 97 for the FCC numbers corresponding to BI's proposed products.

Proposer Representative (C.2.c.)

The Proposer shall provide City a minimum of a single account representative who will serve as a liaison for all aspects of contract performance. All aspects shall include but not be limited to, reporting, equipment inventory, training, contract transition and the install program. The representative shall be familiar with the City's policies, goals and services. The representative shall be knowledgeable in the area of Community Corrections, i.e. parole, probation, etc. The representative shall be proficient in, and have a working knowledge of all functional areas and services. City would prefer a team approach, consisting of an account representative, inventory management representative and a training representative. City shall not provide any office space or storage space.

BI Response:

BI will support the City and each agency in the program through a team approach, with BI's Account Representative as the single point of contact. Each agency will be supported by a BI management and operations team that has extensive experience working with corrections agencies. Our personnel are proficient in developing, improving, and delivering electronic monitoring solutions to the corrections community. The comprehensive involvement from BI's team helps ensure ongoing customer satisfaction,

administrative and fiscal management of the program, the assurance of BI compliance with contract requirements, and the coordination and delivery of equipment and services.

“Organization Chart” on page 22 presents the organizational structure and roles of personnel who will serve the Offender Monitoring program. The “National Staffing Plan” on page 79 describes BI’s proposed staff distribution to implement and manage this contract throughout its term.

BI’s Business Development Director assigned to the agency will serve as BI’s Account Representative, familiar with the particular agency’s policies, goals and services. The Business Development Director will also be knowledgeable in all functional areas and services provided by BI while also serving as a liaison for all aspects of contract performance.

The City will be served by BI’s assigned Business Development Director, Mr. Laurent Lepoutre. Mr. Lepoutre’s role is included in “Organization Chart” on page 22, which presents the organizational structure and roles of personnel who will serve the Offender Monitoring program.

Offender Monitoring System Technical Specifications (C.2.d.)

Proposer shall provide with its response illustration(s) and explanations of how the proposed solution meets the specifications/requirements:

BI Response:

BI’s responses below provide explanations and illustrations, where applicable, of how our proposed solution meets the RFP specifications and requirements.

- 1. The offender monitoring system provided shall be Web based with server(s) located at the Proposer’s site(s). A Web based application via a Terminal Server connection is not an acceptable solution to City.*

BI Response:

Authorized users can access the TotalAccess software platform through a web-enabled PC, laptop, or iPad, and through multiple mobile devices. BI’s servers are geographically redundant, and located in both our Colorado facility and in our Indiana facility.

- 2. The Proposer shall create a secure (using Secure Socket Layer SSL) password-protected monitoring database which can be accessed by City at time of contract award. User registration shall be provided online.*

BI Response:

TotalAccess uses Secure Socket Layer (SSL) protocol. BI’s web architecture consists of an Internet server that is kept separate from the internal electronic monitoring computer systems. To protect Internet communications, BI uses digital certificates and the SSL protocol, one of the most convenient and reliable means to ensure authenticated, encrypted communications between offenders and servers. Authorized users access the TotalAccess supplication via secured usernames and password.

3. The system **must-shall** have the capability of differentiating between groups of offenders (i.e., Pre-Trial, Parole, Probation, Lifetime Sex Offender and other designated groups) and displaying this information to City. City shall provide offender categories after contract award.

BI Response:

Users classify offender types within the TotalAccess software platform. Classification categories include, but are not limited to:

- | | | |
|---------------------|----------------------|----------------------|
| • Adult | • Home Incarceration | • Pre-trial |
| • Bureau of Prisons | • Juvenile | • Probation |
| • Felon | • Parole | • Supervised Release |

BI is open to updating these categories to a larger scope after contract award.

4. The system **must-shall** have the capability of differentiating between priority of EM violations with user adjustable defaults and levels.

BI Response:

Alerts can be set at the agency, officer, and individual offender level. Additionally, alerts can be set to high priority or non-critical alerts with customized protocols for each alert.

5. The system **must-shall** be capable of recording and storing the offenders name and information related to the nature and type of all events/alerts/violations and alarms generated for the offender, including a date and time stamp of the event. (Archive)

BI Response:

Users can run several reports that provide archived event and alert summaries. All events in TotalAccess are date and time stamped. Reports that meet this requirement include, but are not limited to:

- **The Alert Summary Report.** Displays the total number of alerts by Transmitter Tamper, Exclusion and Inclusion Zone Alerts, Receiver and Tracker Curfew Alerts, Receiver and Tracker Missed Calls, offender, officer, and agency.
- **The Alerts by Type Report.** Displays Alerts generated for all of an agency's offenders during a specified timeframe. For each offender, the report lists the number of each alert type and the total number of alerts generated.
- **The Compressed Summary Report.** Lists all offender alerts that occurred during a specified time period by Offender ID, Offender Name, Date Event Received, Date Event Occurred, Equipment Number, Event Description, Event time and Event received and if the Event was an Alert.

6. The system **must-shall** have the capability of storing offender alert information in the database (i.e., vicious dog on premises, assault history, weapons history, etc.) and to display a related alert code on the main offender detail screen.

BI Response:

BI's proposed solution provides users with the ability to store offender alert information in the notes section of the offender enrollment form. The concept of having a related alert code to these notes that can then be displayed on the main offender alert detail screen is an excellent idea and BI would like to pursue this concept with the agency. BI has had several internal discussions about this functionality, and we look forward to working with the agency to receive more specific feedback, objectives, and timelines regarding this feature.

7. *The Proposer's web based system shall have the capacity for City Requirements under this contract, with capacity to expand as the needs of the City change. The Proposer's system shall provide unlimited transactions and access to designated City personnel without degradation of performance, speed or quality.*

BI Response:

TotalAccess was designed to expand with the expansion of our customer's electronic monitoring programs. The software has the capacity to support the City's estimated number of offenders, officers, administrators, and other users. TotalAccess can provide unlimited transactions and access to City designated personnel without degradation of performance, speed, or quality.

8. *Proposers shall configure the server software and hardware so that it will immediately hang up and re-set itself in less than five (5) seconds in response to a false call.*

BI Response:

After a failed call, the system resets the inbound process for accepting another call within the required five second timeframe. Additionally, BI has 128 inbound modems that progress through the bank, ensuring that the same inbound process is never waiting to answer the next call.

9. *The database shall permit unlimited simultaneous users without significant degradation of service performance. Agency-designated users shall be able to search and perform sorts by any field, including but not limited to mapping, and to tailor certain monitoring parameters for each offender as necessary.*

BI Response:

BI is continually upgrading the TotalAccess system to ensure no degradation in service performance occurs. For example upgrades of the SQL database enable many more efficiencies, which result in ever improving performance.

Due to the immense number of database fields and extensive software developed for an electronic monitoring system, such as TotalAccess, the ability to perform searches and sort *any* field is not capable of being implemented. However, TotalAccess does provide the ability to customize monitoring parameters on every offender, including alerts, event pairing, offender notifications, and other items.

10. *The system shall allow use of a numeric offender identification number designated by the City. This unique identification number shall be used to identify each offender within the Proposer's system. In addition, the software shall require, at a minimum, the following mandatory fields for initial offender enrollment:*

- *Name*
- *City Identification number*
- *Physical address*
- *Serial number of equipment*
- *Time zone*
- *Assigned officer*
- *Multiple phone numbers*
- *Offender photograph*
- *Supervision level*
- *Special alerts (such as safety concerns, etc.)*

BI Response:

The following table lists the fields provided in BI's TotalAccess system that correspond to the required fields.

| RFP Required Field | TotalAccess Field |
|------------------------------------|--|
| Name | First Name and Last Name |
| City Identification number* | Case ID (An agency can enter a unique identifier in this field.) |
| Physical address | Address 1, Address 2, County, City, State or Territory, Zip Code |
| Serial number of equipment | Device Setup Tab |
| Time zone | Time Zone |
| Assigned officer | Officer selected from drop down menu |
| Multiple phone numbers* | Home Phone, Work Phone, Offender Mobile Phone |
| Offender photograph* | Users can add up to eight offender pictures |
| Supervision level* | Risk Level |
| Special alerts | Comments |

* These fields are not mandatory in TotalAccess, but are instead optionally available to populate.

11. *The fields in the database shall be columns and the column headings and types of data to be entered can be, but are not limited to, the following:*

- *Agency/Department*
- *Division*
- *District*
- *County*
- *Case type*
- *Number of monitoring system units and types*
- *Date of installation/activation/deactivation*
- *Cost per unit*
- *Total monthly charges*
- *Invoice number and date*
- *Billing/Account number*

BI Response:

BI maintains these various data fields in multiple disparate systems. However, all requested data is available and will be accessible as requested.

12. *The database shall be able to produce reports as required by the City.*

BI Response:

TotalAccess has over 35 reports that can be run at any time. Additionally, the software has a unique ad hoc reporting capability that allows users to query specific data that may not be included in standard reports.

A complete listing of TotalAccess standard reports is provided in response to "Standardized Reports" on page 153.

13. *The database shall be kept current with updates made each time a service is added, terminated, or changed. Once the database is established, invoices will not be paid unless the service is listed in the database.*

BI Response:

The TotalAccess database will always be kept current regardless of any change. Any change in service, enhancement to functionality, improvement in performance, or addition of new products all result in an updated database. BI notifies all users of any upgrade prior to its installation. In addition, BI offers customer communications through TotalAccess upon login, advising users of what changes took place and how to use the new functionality.

14. *The Proposer's system shall allow authorized City staff to make service additions, deletions, and changes online. The Proposer shall keep the database current, making updates no later than the end of the next business day following any service addition/deletion/change by City.*

BI Response:

TotalAccess allows authorized users to make service additions, deletions, and changes to offender, program, and equipment data at any time, through a web-enabled PC, laptop, or iPad. When a user updates or adds information, the database is updated in real time.

15. *No record in the database shall be deleted earlier than (a) the date that is three (3) years following final payment from the City under the contract; or (b) the date specified by law, whichever is later. The system shall provide that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database. City personnel shall be able to access all stored/archived data in a reasonable time. All current and historical data files shall be retained for a period of seven (7) years by the Proposer. Data shall be in a non-proprietary format.*

BI Response:

BI will work with the City to ensure that access to data is available for authorized City personnel for the requested timeframe.

16. *The Proposer shall maintain an error rate for call failure not to exceed one percent (1%) annually, and upon request by City shall provide data to demonstrate that this requirement is being met.*

BI Response:

After a failed call, the system resets the inbound process for accepting another call within the required 5 second timeframe. Additionally, BI has 128 inbound modems that progress through the bank, ensuring that the same inbound process is never waiting to answer the next call. BI monitors the inbound traffic, and we would be open to sharing the failure rate. BI also extends an invitation to visit our facilities and see in real time the functionality of this modem bank and its progression through the modems.

Offender Monitoring System Operation (C.2.e.)

1. *The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and **must-shall** work with any type of phone line.*

BI Response:

BI's proposed equipment was specifically designed for effectively monitoring a variety of offenders on a continual basis. All proposed transmitters have had thorough durability testing, and all home based receivers have built in surge protection technologies. Landline based receivers will work with any type of phone line, and the radio frequency solutions offered within this proposal emit signals on a continual basis to actively monitor offender compliance with agency restrictions.

2. *The removal of strap by a deliberate action, accidental action or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Proposer's Monitoring Center. The strap shall have a dual tamper capability. The transmitter shall notify the receiver of any tampering.*

BI Response:

All proposed equipment has multiple tamper detection technologies. When BI electronic monitoring equipment reports a program violation, the monitoring system immediately initiates the alert notification process specified by the agency. Tamper detection technologies are thoroughly described throughout this response:

- ExacuTrack One tamper detection capabilities described in the response for GPS Tracking Systems on page 115.
- HomeGuard 200 and 206 tamper detection capabilities are described in the responses for the RF System Transmitter and Receiver on pages 119 and 121.
- Sobrietor tamper detection capabilities are described in the response on page 40.
- SL2 tamper detection capabilities are described in the response on page 40.
- TAD tamper detection capabilities are described in the response on page 40.

3. *The System shall escalate the violation notifications to designated supervisory personnel as specified by City.*

BI Response:

The agency can assign one or more contact list to a specific alert. Users have the ability to create contact lists for notification escalation that specifies:

- Which agency personnel are to be contacted
- The method of contacting personnel (fax, email, or text)
- The number of attempts that should be made to contact each person
- How long to wait between contact attempts
- The hours appropriate to contact agency personnel

4. *Equipment shall initiate the sending and receiving of signals through standard telephone lines across the City and County at no cost to the City or offender. Proposer shall ensure that the system allows communication only with authorized receiver/transmitter devices.*

BI Response:

BI's proposed in-home receivers comply with this requirement. The receivers in the proposed equipment use the offender's home phone line to communicate program and equipment data to BI's central monitoring computer.

BI designed a communications protocol that is unique in the industry. This protocol has security encryption along with unique serialization methodology that ensures that only BI equipment can communicate with TotalAccess. In addition BI employees numerous firewalls to insure every communication session is valid.

Inventory Management (C.2.f.)

1. *The system **must-shall** have the capability of tracking units and equipment that have been returned to the Proposer due to malfunction, and provide reports concerning problems found.*

BI Response:

BI processes all returned units that require repairs through our Syteline system. This system powers all of our sales order entries, manufacturing builds, invoices, payments, and a complete history of product repairs and returns since the unit was built. BI can provide reports on failed equipment upon request.

Additionally, BI employs a specialized return investigation that is mainly used on equipment that is expected to be used as evidence in court proceedings. This investigation provides information on the functionality of the unit when it was returned to BI.

2. *The Proposer's system shall provide a report of accurate inventory of all equipment and accessories charged to the City. The inventory database shall include item name, serial number, offender name (or "shelf stock" if not in use) and total items on inventory. This system shall have the capability to track inventory by Department.*

BI Response:

BI provides the following standardized reports to aid agencies with inventory management:

- **The Device History Report.** Provides users with the ability to view the past history of a device, such as the date range a specific piece of equipment was assigned to a previous offender.
- **The Device Assignment Report.** Displays any changes made to the Device Assignment screen. The history can be viewed by a Historical Date or by choosing a date from the Change Log.
- **The Offender Inactivation by Date Report.** Displays offenders inactivated by officer, Offender Name, Case ID, Inactivate Date and Device Assigned within a specified time period.
- **The Monthly Equipment Summary Report.** Displays equipment totals by type, Date, number of Installs, number of Disconnects, number of Active Units and number of Active Offenders by Equipment type by Officer. Includes officer and agency totals by Installs, Disconnects, Units Used and Offenders.
- **The Device Current Usage Report.** Displays the total number of days monitored during the current month by offender. Includes Case ID, Serial Number, Device Type, Start monitoring date, and End monitoring date.

A complete listing of TotalAccess standard reports is provided in response to "Standardized Reports" on page 153.

BI's inventory database supplies the following information once a month with each invoice: a summary number of days for each item of equipment, both active and shelved; the price per day for each line; and the total cost for each line; this is then summarized into an amount total.

As part of this packet, a break out of the summary data is supplied for each offender. This includes:

- | | |
|---|---|
| <ul style="list-style-type: none"> • Offender name • Whether the equipment is agency owned • Offender Case ID number • Equipment type • Billing start date | <ul style="list-style-type: none"> • Billing end date • Active days • Daily rate • Total billable for that offender: active days multiplied by the daily rate |
|---|---|

Another report available provides this information broken out by:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Equipment Type • Active offenders • BI Owned Active days | <ul style="list-style-type: none"> • Agency Owned Active days • Total Active Days • Billable Dollars |
|--|---|

This information is totaled at the bottom with total active offenders and days for the month.

3. *The Proposer shall provide a dedicated representative to perform the following:*

- *Update the inventory database on initial installation of monitoring equipment.*
- *Update the inventory database for shelf stock at the time of initial installation of monitoring equipment*
- *Reconcile the initial inventory five (5) business days after each City implementation.*
- *All discrepancies shall be resolved by the Proposer within five (5) business days and approved by City.*
- *After initial inventory reconciliation, the Proposer shall reconcile the inventory by department on a monthly basis no later than the 7th of each month. City reserves the right to change the number of reconciliations per year and requirement date.*

BI Response:

The City will be served by BI's assigned Account Executive, Mr. Joseph Johnson. Mr. Johnson's role is included in "Organization Chart" on page 22, which presents the organizational structure and roles of personnel who will serve the Offender Monitoring program.

In his role of Account Executive, Mr. Johnson is responsible for account support and business development on a regional level. Within the assigned territory, each BI Account Executive provides hands-on assistance to BI customers with program implementations, transitions from previous vendors to BI, and also conducts both initial and on-going trainings at agency sites.

As part of his or her program implementation duties, the Account Executive performs the inventory updates and reconciliations immediately after each installation. The Account Executive will also resolve any inventory discrepancies and perform regular reconciliations.

4. *Person(s) responsible for providing this service shall have a minimum of five (5) years of experience inventory management.*

BI Response:

As mentioned above, the City will be served by BI's assigned Account Executive, Mr. Joseph Johnson. Mr. Johnson began his career at BI in 2004 in the Customer Business Services (CBS) Department. As a CBS representative, Joe worked closely with BI customers across the country to assist with their inventory, equipment ordering, and billing needs. Mr. Johnson now serves in the role of Account Executive, which is responsible for account support and business development on a regional level. As part of his regular program implementation duties, the Account Executive performs online inventory updates and reconciliations immediately after each installation.

Maintenance and Support (C.2.g.)

1. *The Proposer shall utilize a dedicated support team to provide maintenance and support on a 24 x 7 basis.*

BI Response:

BI's Monitoring Operations center is available to provide technical support, respond to any agency inquiries, and offer customer service on a continual 24 hour basis, 7 days a week.

2. *The Proposer shall provide a toll-free number for maintenance and support.*

BI Response:

Agency personnel can contact the Monitoring Operations center at any time via a toll free phone number.

3. *In the event any component of the Proposer's service becomes inoperable, the Proposer shall immediately notify the City Contract Manager or designee by telephone, but no later than thirty minutes after the discovery of the service failure.*

BI Response:

BI will ensure that our proposed services are operable. In the event of any significant issue that would impact the monitoring of offenders, BI notifies agencies, primarily by email, as soon as possible. Depending upon the nature of the issue and/or specific agency requirements, BI may notify agency(s) by telephone.

4. *Proposer's proposal **must shall** contain **all tiers offered and shall identify the** response time by **severity-of-problem tier** (identify response by telephone or email.) The Proposer **must shall** adhere to the response times contained in its accepted proposal.*

BI Response:

BI understands and will comply with this requirement.

5. *The Proposer shall fully describe its proposed 24 x 7 maintenance and support for this contract. The Proposer shall clearly identify City’s role in all aspects of maintenance and support. The Proposer’s proposal shall include, but is not limited to, the following list of items.*

BI Response:

The agency will always be provided with the most up-to-date hardware and software that BI has to offer. Any upgrades to either the monitoring equipment or software will be provided to the agency at no additional cost.

BI updates the TotalAccess software routinely. All TotalAccess users are included in these maintenance updates at no additional charge. Since users access the software in real-time, all patches and updates are immediately available. BI’s Monitoring Customer Service (MCS) department notifies users of visible upgrades in advance.

All technologies and equipment will be maintained throughout the life of the contract. Equipment servicing and maintenance occurs in-house at BI’s corporate location and manufacturing facility in Boulder, Colorado. The agency will also benefit from BI’s philosophy of continual improvement; all product and software upgrades will be available to the agency at no additional cost. The agency will also receive 24x7x365 program support from BI’s Monitoring Operations center.



24x7x365 Customer and Technical Support

The agency calls a toll-free number, and a Monitoring Services Specialist will provide support for equipment or other monitoring inquiries.

Contract Transition (C.2.h.)

1. *Proposer shall provide a dedicated contract transition person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:*
 1. *Coordination with the existing Proposer on the date and time of the change over to the new system.*
 2. *Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.*

BI Response:

On a national level, BI’s National Account Support Manager will be responsible for the project management, implementation, and operational setup of new electronic monitoring systems. This role will ensure seamless implementations and transitions for agencies under the national program.

BI’s National Account Support Manager will coordinate and oversee the change over from any existing vendor to the new system as well as the initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition. BI’s National Account Support Manager, Mr. Jeremy Elliott, has vast experience in implementing the BI solution for large agencies, including training hundreds of officers, overseeing equipment transition activities, contract negotiations, and working closely with agency personnel to ensure contract objectives are addressed and met.

Please see “Implementation Strategy and Implementation/Rollout Plan” on page 23 for more information regarding BI’s transition and implementation methodology.

2. *Proposer shall provide resume(s) for the personnel proposed for the contract transition with their proposal.*

BI Response:

“Organization Chart” on page 22 presents the organizational structure and roles of personnel who will serve the Offender Monitoring program. The “National Staffing Plan” on page 79 describes BI’s proposed staff distribution to implement and manage this contract throughout its term.

BI’s National Account Support Manager, Mr. Jeremy Elliott, who will oversee transitions, is described on page 61, along with his resume.

BI’s Account Executive assigned to City, Mr. Joseph Johnson, is responsible for account support and business development on a regional level. His regular duties include hands-on assistance to the agency with program implementations and transitions. Mr. Johnson is also described on page 61, along with his resume.

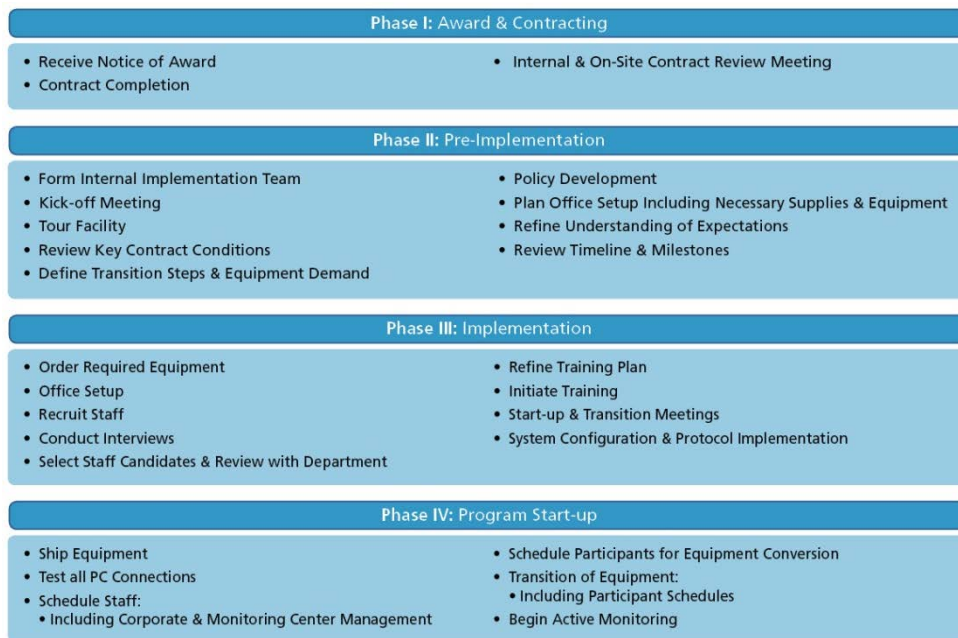
3. *Proposer shall provide a transition plan for all field equipment with their proposal.*

BI Response:

BI has extensive experience in transitioning large agencies, similar in size and scope to the City, from other electronic monitoring providers to BI solutions. This level of project planning and execution requires an expert who understands the City’s objectives, obstacles, and overall program direction. BI’s National Account Support Manager, Mr. Jeremy Elliott, is a highly experienced professional who has developed and implemented numerous large-scale electronic monitoring programs.

During these implementations, Mr. Elliot has developed various project planning and management documents that provide work plans and breakdown structures, milestone charts, communication and training plans, as well as detailed organization and staffing plans.

The following is an abbreviated example of an implementation overview document that has been utilized before in transitioning a large agency to BI’s monitoring solution.



Sample Implementation Overview

A typical component of BI’s project control documents utilized for successful implementation of large-scale monitoring programs.

In order to successfully transition the City to BI's solution, and manage the program after implementation, BI's Project Management Team will create ongoing, evolving work breakdown structures. These documents will be more complex than the sample implementation overview above. Additionally, the work breakdown documents will continue to evolve over the life of the program to ensure that all of the City's objectives are being satisfied.

| # | Task | Due Date | Status |
|------------|---|-------------------|-------------|
| 1.0 | Implementation Preparation | | |
| 1.3 | Develop/Post Account Representative Position | 6/25/2012 | In Progress |
| 1.4 | Distribute Online Training Instructions for Sustainability Teams to Complete | 6/29/2012 | Planned |
| 1.6 | Provide Offender Info for Notification to Report (BI to Email & Call Offenders) | 6/29/2012 | Planned |
| 1.7 | Identify Training Locations - 4 Divisions | 6/29/2012 | In Progress |
| 1.8 | Identify Sustainability Members | 6/29/2012 | In Progress |
| 1.9 | Approval Needed for Overnight Training | 6/29/2012 | In Progress |
| 1.10 | Load Test (MIS/BI IT) | 7/6/2012 | Planned |
| 1.11 | Agency Setup/Notification | 7/6/2012 | In Progress |
| 1.12 | Enrollment of Officers | 7/6/2012 | Planned |
| 1.13 | Order iPads | 7/6/2012 | In Progress |
| 1.14 | NC/Internal Procedures for iPads/DCC Users | 7/9/2012 | In Progress |
| 1.15 | Order/Manufacture Equipment (ET1/HG Units) | 7/13/2012 | In Progress |
| 1.16 | Provide Offender Info for Enrollment Into System | 7/23/2012 | Planned |
| 1.17 | Enrollment of Clients | 7/27/2012 | Planned |
| 1.18 | Post/Hire Installers | 7/27/2012 | In Progress |
| 1.19 | PREA Training for Installers | 7/27/2012 | Planned |
| 1.20 | Interview/Hire/Train Account Representative Position | 7/30/2012 | Planned |
| 1.21 | Policy & Procedure Approval | | In Progress |
| 1.22 | Review Custom Reports - Determine Needs | | In Progress |
| 1.23 | Identify Location for Response Unit & Supplies | | Planned |
| 2.0 | Week 1 - Administration Training (Adult/Juvenile) | | |
| 2.1 | Training Agenda | 6/29/2012 | In Progress |
| 2.2 | Equipment Delivery for Training | 7/6/2012 | Planned |
| 2.3 | Training Materials Provided Electronically | 7/6/2012 | Planned |
| 2.4 | System Setup - Clean Up/Finalization | 7/6/2012 | Planned |
| 2.5 | Deliver iPads (approximately 10) | 7/9/2012 | Planned |
| 2.6 | Administer Equipment/Software Certification Tests | 7/13/2012 | Planned |
| 2.7 | Weekly Status Meeting | 7/13/2012 | Planned |
| 2.8 | School Zone/Group Zone Creation | 7/27/2012 | Planned |
| 3.0 | Weeks 2-3 - Officer Training | | |
| 3.1 | Equipment Delivery for Training | 6/13/2012 | Planned |
| 3.2 | Training Facility/Location Provided | 6/27/2012 | In Progress |
| 3.3 | Training Materials Provided Electronically | 7/6/2012 | Planned |
| 3.4 | Deliver iPads (approximately 25) | 7/16/2012 | Planned |
| 3.5 | AM Training (Day 1) - Policy Procedure | 7/27/2012 | Planned |
| 3.6 | PM Training (Day 1) - Hardware/Staff Take Units Home | 7/27/2012 | Planned |
| 3.7 | AM Training (Day 2) - Software/Troubleshooting | 7/27/2012 | Planned |
| 3.8 | Administer Equipment/Software Certification Tests | 7/27/2012 | Planned |
| 3.9 | Weekly Status Meetings | 7/16/12 & 7/23/12 | Planned |

Sample Work Breakdown Structure

A typical component of BI's project control documents demonstrating BI's experience in implementing large, complex electronic monitoring programs.

Please see "Implementation Strategy and Implementation/Rollout Plan" on page 23 for more information regarding BI's transition and implementation methodology.

- Proposer is required to demonstrate that their consultant(s) or employee(s) shall have the skills necessary to meet the objectives of this project by listing skills, industry certifications, general educational background, and knowledge set based on prior experience.*

BI Response:

BI's personnel who will be assigned to this program are all experts with the skills to satisfy the objectives of the Offender Monitoring program, from the implementation and migration, to contract administration, to ongoing customer support. "Organization Chart" on page 22 presents the organizational structure and roles of personnel who will serve the Offender Monitoring program. The Key Executive Personnel presented in the Organization Chart are detailed on page 61, including resumes of these personnel.

Project Management for Transition (C.2.i.)

- The Proposer shall align their project management approach with the project's inherent complexity so the desired results can be achieved. The Proposer shall provide project management in accordance with its accepted proposal. Project management controls shall be proposed that are consistent with minimizing the project's risks and inefficiencies which would negatively impact the RFP's objectives. Management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. Both City and the Proposer shall be responsible for working in a cooperative manner to meet the targeted timelines defined in the implementation plan. City and the Proposer shall mutually agree upon any changes to the schedule. City reserves the right to conduct any test/inspection it may deem advisable to ensure installation/services, as appropriate, conform to specifications. Any tasks which are the primary responsibility of City shall be clearly defined and identified.*

BI Response:

BI's response to C.9.a.10 on page 20 provides a Statement of Work (SOW) for project management deliverables for potential transition, including a comprehensive narrative description of the work required to achieve the City's requirements as described in the RFP. In particular, the content under "Implementation Strategy and Implementation/Rollout Plan" on page 23 provides detailed information on BI's transition and implementation methodology.

BI's National Account Support Manager, Mr. Jeremy Elliott, will be responsible for the project management, implementation, and operational setup of new electronic monitoring systems. This role will ensure seamless implementations and transitions for agencies under the national program.

BI's National Account Support Manager will coordinate and oversee the change over from any existing vendor to the new system as well as the initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition. BI's National Account Support Manager, Mr. Elliott, has vast experience in implementing the BI solution for large agencies, including training hundreds of officers, overseeing equipment transition activities, contract negotiations, and working closely with agency personnel to ensure contract objectives are addressed and met.

2. *City shall approve the selection and/or replacement of the Proposer's Project Manager. The Proposer shall provide their Project Manager's résumé for City to review, including the qualifications of the proposed Project Manager, and explain why this is a good match. The Proposer's proposed Project Manager shall have a minimum five (5) years of experience in a Project Manager role in implementing similar projects. A Project Management Professional (PMP), as defined by the Project Management Institute or equivalent organization, is preferred. City is responsible for assigning the City Project Manager.*

BI Response:

BI's National Account Support Manager, Mr. Jeremy Elliott, who will oversee transitions, is described on page 61, along with his resume.

Litigation – Related Testimony (C.2.j.)

1. *If requested as a part of litigation, the Proposer shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Proposer shall make available qualified personnel to provide expert testimony as requested or subpoenaed.*

BI Response:

BI understands and will comply with this requirement.

2. *The Proposer shall ensure that its personnel responds timely and/or appears as stipulated in the request and/or subpoenas.*

BI Response:

BI understands and will comply with this requirement.

3. *The Proposer shall supply in format and number requested by City a record of offender movements during specified time frames for investigative or judicial purposes. The format shall include, but not be limited to, CD's, screen shots, supporting narrative, etc.*

BI Response:

BI understands and will comply with this requirement.

4. *All costs for Litigation Related Testimony shall be included in the prices offered.*

BI Response:

BI's proposed pricing includes costs for litigation related testimony for this program.

Advertising/Promotions (C.2.k.)

The Proposer shall not issue news releases, advertisements or news articles, or any other information of any kind related to its contract with the City, including but not limited to statistical data, offender information or programs, without prior written approval from the City.

BI Response:

BI understands and will comply with this requirement.

Provision of Database at Contract End (C.2.I.)

If requested by the City, upon the expiration date of the Contract resulting from this RFP (or termination by any other method), the Proposer shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Proposer shall provide a read-only licenses for the City's use for a period of seven years. If any data stored is in a proprietary format, Proposer shall provide a means for translating it to a standard in the public domain.

BI Response:

BI's TotalAccess system maintains a comprehensive archive of all offender records, accessible as needed by designated City personnel. At contract termination, BI will provide an extract in comma delimited format of the City's data stored in TotalAccess. The extract will be provided on an agreed upon media type.

Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS) Category (C.3.)

Requirements for One-Piece GPS Tracking System (C.3.a.)

1. Device **must shall** be waterproof up to 15 feet, durable, shock-resistant, washable and **must shall** comply with FCC regulations.

BI Response:

The ExacuTrack One functions reliably under normal environmental and atmospheric conditions, as well as the shock and vibration associated with normal wear and use. The unit is washable and waterproof to 15 feet, allowing offenders to bathe, shower, and perspire without affecting the unit's normal functions.

The ExacuTrack One complies with FCC regulations. The ExacuTrack One's FCC registration number is TS5-6055M-ET300.

2. The unit **must shall** have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it **must shall** send a unique tamper signal to the central host system to alert staff of a violation.

BI Response:

The ExacuTrack One incorporates multiple tamper detection features, and reports any attempt to compromise the integrity of the strap or case.

- **Robust tamper detection technologies.** Both the ExacuTrack One tracking device and the in-home beacon utilize dependable tamper detection technologies to promptly alert personnel if an offender attempts to tamper with equipment.
- **Strap Tamper.** A fiber-optic strap and hinge assembly secure the unit to the offender's ankle. If the fiber optic circuitry is interrupted due to cutting, removing, or disassembling the strap, the unit sends a *Strap Tamper* message to the central monitoring computer.

In addition, if the offender attempts to access the battery or screws, the tamper-evident back plate will show physical evidence of the attempt.

3. Device straps should be replaceable in the field, and require minimal training for City staff.

BI Response:

ExacuTrack One straps are highly durable, tamper resistant, and can be replaced in the field. The adjustable strap helps ensure the transmitter will securely fit all offenders without compromising the durability of the strap or the integrity of its tamper detection capabilities.

4. The unit ~~must~~ shall include motion detection.

BI Response:

Both the ExacuTrack One and Beacon are equipped with motion detection capabilities. When the tracker is motionless for a set amount of time it will generate a No Motion notification, and when the tracker is moving it will generate a Tracker Moving notification. Due to the design and the placement on the leg, the unit rarely goes into No Motion status during standard operation. The motion detection is commonly used to detect removal of the device when paired with strap tamper alert. The ExacuTrack One continues to collect GPS points at the rate specified in the City's service plan regardless of whether the unit is in motion or stationary.

5. City staff shall be able to communicate with the offender through a minimum of one way communication. The contractor's software ~~must~~ shall provide City staff the ability to send messages on command.

BI Response:

The ExacuTrack One utilizes both a sounder and prerecorded messages to communicate zone, curfew violations, and equipment status to offenders. Officers can mandate that offenders acknowledge these messages, as described below.

Sounder. The sounder functionality of the ExacuTrack One can be enabled through the TotalAccess software platform and alerts the offender of the following occurrences:

- *Beacon out of range*—One minute prior to the expiration of the leave window, the tracking unit's sounder emits a long beep every three seconds.
- *Lost GPS*—Once the indicator light begins flashing every second, the tracking unit's sounder emits three short beeps every three seconds.
- *Low battery*—When the battery charge is less than 25%, the tracking unit's sounder emits a three-tone alarm and a voice message instructs the offender to recharge the unit.



Officers can mandate that the offender acknowledge all messages sent by touching the acknowledgement sensor on the ExacuTrack One unit.

Automated Voice Messages. The tracking unit includes a waterproof speaker that automatically plays pre-recorded messages in response to certain key events. The speaker will also play messages in response to an on-demand request through the monitoring software. Through the software, officers can enable or disable automatic voice messages, and also specify which events will trigger an automatic voice message. For example, officers can specify that if the offender leaves the beacon's range during a scheduled curfew period, the unit will automatically play a message that says, "You should be in range of the beacon."

6. The unit ~~must~~ shall provide a feature for the offender to acknowledge the one way communication.

BI Response:

Officers can require offenders to acknowledge the receipt of voice messages by pressing the acknowledgement sensor on the unit.

7. The unit **must shall** be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.

BI Response:

The ExacuTrack One has over 30 service plans to concisely meet the tracking needs of unique offender court orders. Agency personnel can select the most appropriate GPS collection rate, which can vary anywhere from collecting a GPS point every 15 seconds to collecting a GPS point every 30 minutes.

Similar to GPS collection rates, the ExacuTrack One offers a variety of reporting frequencies. The unit can call into the central monitoring computer as frequently as every 5 minutes, or as infrequently as every 24 hours. All changes to location data reporting rates are done through the TotalAccess software and don't require any adjustments to the unit's hardware.

8. The unit **must shall** be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.

BI Response:

BI's ExacuTrack One is designed to provide physical evidence of all tamper attempts that are obvious to visual inspection.

9. The transmitter **must shall** emit a signal at a frequency which is not commercially interruptible at least once every 30 seconds.

BI Response:

The ExacuTrack One beacon emits a signal on average every 22 seconds on a non-commercially interruptible bandwidth.

10. The unit **must shall** have batteries which are easily charged by offender or **must shall** plug into standard residential power sources. Charging system **must shall** be lightweight and accommodate 110V power supplies. Charging system **must shall** include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.

BI Response:

ExacuTrack One contains an internal, field replaceable battery with a life-span of three years of continuous use and a five year shelf-life. A single charging cycle powers the unit for a minimum of 20 hours, up to 30 hours depending on the unit configuration, and a single charging cycle can power the unit for up to five days when the tracking device is paired with a beacon.

The ExacuTrack One charger is lightweight and consists of an 110V, 15-foot connector with a magnetic charging adapter, which drastically lowers the possibility of tracker damage during accidental disconnects. The transmitter's battery is easily replaced in the field by designated personnel, and can be replaced without having to replace the strap.

The tracking unit emits a tone and voice message (configurable by the agency) when it reaches a full charge, alerting the offender that they may disconnect it.

11. The unit **must shall** not unduly restrict the offender's day to day activities.

BI Response:

The ExacuTrack One is designed to be lightweight and unobtrusive, and allows the offender to work, bathe, exercise, and perform other day-to-day activities without unduly restricting these activities.

12. At a minimum, the unit ~~must shall~~ detect, record, and alert City staff for the following events: low battery, battery charging, lost GPS coverage, zone violation, curfew violation, communication loss, ~~and equipment tamper~~ ~~and no motion~~.

BI Response:

The ExacuTrack One records and transmits messages detailing over 50 distinct events, Tracker Low Battery, Tracker Battery Charging, zone violations including Exclusion Zone Enter Alerts and Inclusion Zone Leave Alerts, Cell Signal Lost, Tracker Strap Tamper, and No Motion alerts.

13. Transmitter straps ~~must shall~~ be adjustable to fit any size offender. Straps of multiple sizes are encouraged.

BI Response:

The ExacuTrack One uses a field replaceable strap that can be adjusted to fit any offender.

Requirements for Two-Piece GPS Tracking System (C.3.b.)

BI is not proposing a Two-Piece GPS Tracking System. For details on our One-Piece GPS Tracking System, please see the responses on page 115.

Accessories (C.3.c.)

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, and other related supplies necessary for proper operation shall be provided by the Proposer at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

BI Response:

BI understands and will comply with this requirement. All accessories and installation/deactivation equipment will be provided at no additional charge to the City.

Radio Frequency/RF Category (C.4.)

Transmitter (C.4.a.)

The Proposer shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:

BI Response:

The HomeGuard system consists of a battery-operated transmitter worn around the offender's ankle 24x7. The transmitter sends a radio-frequency (RF) signal to a receiver in a set location, such as the offender's home, to communicate with the central monitoring computer and report the offender's compliance with the authorized schedule.

- **Long transmitter battery life.** The HomeGuard transmitter battery functions effectively for a year in the field, and will emit a low battery message five days before the battery is exhausted. The battery can be easily replaced in the field without returning any equipment to BI. To increase the longevity of the system, the battery has a shelf life of five years.
- **Field replaceable straps fit any offender.** HomeGuard transmitter straps are highly durable, tamper resistant, and can be replaced in the field. The adjustable strap helps ensure the transmitter will securely fit all offenders without compromising the durability of the strap or the integrity of its tamper detection capabilities.
- **Robust tamper detection features.** The HomeGuard transmitter uses dual tamper detection technology, including proximity sensors and circuitry within the strap. The HomeGuard receiver is armed with a photo optic sensor and motion detection capabilities to ensure that all tamper activities are reported to the central monitoring computer.
- **Dual antennas reduce false positive alerts.** Both the HomeGuard receiver and transmitter contain dual antennas, which enable 360 degree coverage. These antennas reduce false alerts, increase the accuracy of the equipment, and deliver a reliable monitoring solution.

The HomeGuard transmitter can be worn comfortably on the offender's ankle, and does not interfere with the offender's daily activities.

1. *The device ~~must~~ shall be small, lightweight and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.*

BI Response:

Small and lightweight, the HomeGuard transmitter unobtrusively attaches to the offender's ankle. The straps are made of hypoallergenic plastic and do not contain any metal or steel that could injure an offender or field agent. Wearing a transmitter does not pose a safety hazard and does not restrict daily activities. The offender can still bathe, exercise, work, and perform other routine activities.

2. *The device ~~must~~ shall be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.*

BI Response:

BI's HomeGuard transmitter is an ankle-worn device with integrated dual tamper technology that allows it to detect and report attempts to tamper with the equipment or otherwise circumvent the system. The HomeGuard transmitter's tamper technology includes:

- **Strap Tamper.** Electronic circuitry runs through the transmitter strap to detect damage to the transmitter or strap, or cutting the strap to remove the transmitter.
- **Proximity Sensors.** Proximity sensors built into the transmitter detect if the transmitter is no longer snugly fitted against the offender's leg.

A tamper alert will be generated if the transmitter case is damaged, the strap is damaged or cut in two, the unit is disassembled to a point where the strap is separate from the case, and if the transmitter is removed from the leg without damage to the strap or case, even if it was removed underwater.

3. *Transmitter straps **must shall** be adjustable to fit any size offender. Straps of multiple sizes are encouraged.*

BI Response:

BI's HomeGuard transmitter straps are durable and adjustable, able to securely fit any size offender without sacrificing the integrity of the transmitter's tamper detection capabilities.

4. *The device **must shall** be shock resistant, water and moisture proof, and function reliably under normal atmosphere and human environment conditions. Device **must shall** also conform to all FCC regulations.*

BI Response:

The HomeGuard transmitter is shock-resistant, moisture and waterproof to a depth of up to 50 feet, attached to the offender via hypoallergenic straps, and functions reliably under normal atmospheric and environmental conditions. The HomeGuard transmitter meets FCC standards. The FCC registration number is CSQHG200A.

5. *The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the presence/absence of the participant within an adjustable range of 0 to a minimum of 100 feet of the receiver.*

BI Response:

The HomeGuard system has more than 1,000,000 transmitter ID numbers, ensuring that when a transmitter is used, its ID number is unique to the offender to whom the transmitter is attached. Each transmitter sends a unique, encrypted signal to the HomeGuard receiver which can be set to detect signals up to 150 feet indoors, and is adjustable to 35, 75, or 150 feet. This allows an officer to set a range appropriate to the offender's residence.

6. *The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.*

BI Response:

The HomeGuard Transmitter and Receiver communicate randomly between every 14.5 and 29 seconds (22 seconds on average), ensuring a minimum of two signals every minute.

7. *The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of **approximately** six months.*

BI Response:

BI's HomeGuard transmitter is powered by a field-replaceable battery that functions effectively for one year in the field, and will emit a low battery message approximately five days before the battery is exhausted.

8. *The contractor shall provide written instructions and all necessary equipment for a trained person to initialize, reset and remove the participant's transmitter as needed.*

BI Response:

BI understands and will comply with this requirement.

Receiver (C.4.b.)

The Proposer shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:

BI Response:

BI's HomeGuard location monitoring system combines advanced technology with reliability for monitoring the presence of an offender at a certain place during a certain time. The HomeGuard system consists of a battery-operated transmitter worn around the offender's ankle 24x7. The transmitter sends a radio-frequency (RF) signal to a receiver in a set location, such as the offender's home, to communicate with the central monitoring computer and report the offender's compliance with the authorized schedule. The HomeGuard 200 receiver uses a telephone landline to communicate, and the HomeGuard 206 receiver uses a cellular connection.

HomeGuard offers tremendous flexibility to meet various curfew monitoring requirements. Configurable options, such as variable range and leave-window settings, unlimited schedules, and customized reporting, allow agencies to match the monitoring rules to the risk assessment of the offender. HomeGuard can also be combined easily with other BI technologies such as BI's HomeCell, Sobriotor, and Drive-BI for additional supervision capabilities.

- **Robust tamper detection features.** The HomeGuard transmitter uses dual tamper detection technology, including proximity sensors and circuitry within the strap. The HomeGuard receiver is armed with a photo optic sensor and motion detection capabilities to ensure that all tamper activities are reported to the central monitoring computer.
- **Backup battery and non-volatile memory.** The HomeGuard receiver includes a 48-hour backup battery for continued monitoring of offenders in the case of a power failure or tamper attempt. The receiver also utilizes non-volatile memory, ensuring that no data is lost even if the battery is completely depleted or communication with the central monitoring computer is disrupted.
- **Cellular or landline connectivity.** The HomeGuard receiver can communicate with the central monitoring computer over a landline or cellular network, offering a flexible solution for offenders with and without a landline connection.
- **Dual antennas reduce false positive alerts.** Both the HomeGuard receiver and transmitter contain dual antennas, which enable 360 degree coverage. These antennas reduce false alerts, increase the accuracy of the equipment, and deliver a reliable monitoring solution.

All of BI's proposed monitoring equipment is registered with the FCC. Please see the response to C.2.b.4 on page 97 for the FCC numbers corresponding to BI's proposed products.

1. *The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back up power for a period of 12-24 hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.*

BI Response:

The HomeGuard receiver is normally powered by the home's AC power using a standard 110 volt A.C. line current. If the receiver loses power, it immediately enables the backup battery, which can power the receiver for at least 48 hours. The receiver also sends a Power Fail AC message to the central monitoring computer. During this time, all messages are sent to the monitoring computer in a normal fashion.

When AC power is restored, the battery automatically recharges and the receiver sends a Power Restore AC message. If the receiver is disconnected from power long enough to exhaust the battery, the receiver sends a Unit Battery Low message to the monitoring computer 10 minutes before shutting down.

2. *The receiver shall be capable of full communications to the Proposer's central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.*

BI Response:

BI's HomeGuard 200 receiver attaches to an offender's telephone and telephone outlet using a standard RJ11C modular telephone connector. BI Installers and Agency personnel in charge of installation will be appropriately trained on the ideal placements for the HomeGuard 200 and 206 receivers to ensure continuous cellular and RF connection.

3. *The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.*

BI Response:

The HomeGuard system has more than 1,000,000 transmitter ID numbers, ensuring that when a transmitter is used, its ID number is unique to the offender to whom the transmitter is attached.

4. *The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.*

BI Response:

The transmitter's signal is sent in very short bursts that incorporate frequency shift-keyed modulation. This coding encryption scheme, in combination with individual equipment IDs and random signal emission, virtually eliminates spoofing or duplication of the transmitter signal.

5. *The receiver shall contain an internal clock and sufficient memory to continue and store with a time stamp of all events and activities per day that **may shall** occur for at least the next 5 days, in the event the communications link with the Proposer's central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum 12-24 hours and events can be stored for up to a minimum of 10 days.*

BI Response:

If communication with the monitoring computer is disrupted, the HomeGuard receiver can store up to 4,800 event messages (roughly a month of data) in its non-volatile memory. This means that no information is lost, even if the receiver is unplugged and the backup battery is exhausted. An internal clock date- and time-stamps all messages, which are promptly sent to the central monitoring computer when phone service is restored.

HomeGuard receivers are equipped with a lead acid backup battery that powers the unit for 48 hours in the event of a power failure.

6. *The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer:*

- *Arrival of transmitter within the range of the receiver;*
- *Departure of transmitter out of range of the receiver after a preset programmable time interval;*
- *Tampering and/or removal of the transmitter from the participant;*
- *An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter;*
- *Loss and/or restoration of the home's commercial power;*
- *Loss and/or restoration of the communication service (the disconnection event may be sent as soon as the communications service is restored);*
- *Low battery condition of transmitter and/or receiver;*
- *Tampering of receiver.*

BI Response:

BI's HomeGuard and GroupGuard series of receivers detect, record, and store time-stamped event messages when the following events occur:

- Arrival of transmitter within the range of the receiver
- Departure of transmitter out of range of the receiver after a preset programmable time interval
- Tampering and/or removal of the transmitter from the offender
- Loss and/or restoration of the home's commercial power
- Loss and/or restoration of the communication service (the disconnection event may be sent as soon as the communications service is restored)
- Low battery condition of transmitter and/or receiver
- Tampering of receiver

Note that the transmitter's signal is sent in very short bursts that incorporate frequency shift-keyed modulation. This coding encryption scheme, in combination with individual equipment IDs and random signal emission, virtually eliminates the ability to simulate or duplicate the transmitter signal by another device.

7. *The receiver shall be capable of seizing a telephone line when not in use. It shall not seize a line in use, but instead shall deliver a courtesy signal as a yield warning to any person using the line. It shall then seize the line after the person hangs up.*

BI Response:

Due to concerns for 911 emergency calls, no landline-based receiver on the market is capable of seizing phone lines. The HomeGuard 200 is equipped with a feature to alert the offender to surrender the phone line and allow the system to transmit data. The HomeGuard 200 receiver generates a series of loud tones that become progressively louder and more frequent until the offender frees the landline for the receiver to use.

The HomeGuard 206 is capable of contacting the central monitoring computer regardless of whether the landline telephone is in use when a violation occurs.

8. *The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.*

BI Response:

The HomeGuard 200 and 206 receivers do not pose health or safety risks for the offender, family members, or officers, and functions reliably under normal household environmental and atmospheric conditions.

9. *Electrical surge protectors shall be built-in or provided for connecting power and communication lines.*

BI Response:

BI has designed the HomeGuard receivers to include built-in surge protection for both power and telephone lines.

10. *The receiver shall be capable of being installed and made operational by an officer following the written instructions provided by the contractor.*

BI Response:

The HomeGuard receiver is easily installed following the written instructions provided by BI, and installation training will be provided by BI personnel.

Monitoring Services (C.4.c.)

The Proposer shall provide a central monitoring service center. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service ~~must~~ shall be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring same.

BI Response:

The HomeGuard 200 and 206 comply with these requirements. Please see BI's response to Sections C.4.a on page 119 and C.4.b on page 121 for detailed information. For additional information, please see BI's responses to monitoring service requirements for other product offerings.

The Proposer's monitoring service center shall be responsible for receiving program participant enrollment information from the City. The contractor shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the City via e-mail or fax (as determined by City) using the contractor's toll-free telephone number to the central monitoring service center or via remote terminal through dedicated line or internet access. The Proposer shall be responsible for removing program participants from the monitoring system upon a notification from City. The date of removal and removal reason will be established by the City. The Proposer shall utilize enrollment and client status change forms developed in conjunction with City.

BI Response:

Pursuant to RFP instructions, BI's *Cost Proposal* provides pricing structures that assume entry/enrollment will be performed by either the City or BI personnel. All notification and escalation procedures will be enacted per City protocols when monitoring equipment detects a violation. BI will work with the City to ensure that all entry/enrollment and change procedures are followed in accordance with City requirements.

*The monitoring service center shall respond to all reports of monitoring violations by telephoning (as determined by City) the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at his or her approved residence. The Proposer **must shall** explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.*

BI Response:

BI personnel will contact the offender by phone and document details in TotalAccess which provide the agency with access to the alert specific information.

Central Computer Monitoring System (C.4.d.)

*The Proposer's central monitoring service center **must shall** include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The system redundancy shall meet the following requirements:*

BI Response:

BI's proposed solution consists of a central and back up computer system, located in Anderson, Indiana, and Boulder, Colorado. This computer system currently provides all necessary software, hardware, and other components required to successfully run electronic monitoring programs for hundreds of agencies across the nation. The central monitoring computer receives communications from field equipment and initiates the alert notification processes specified by the agency.

- 1. The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide 24 hour, seven day per week monitoring.*

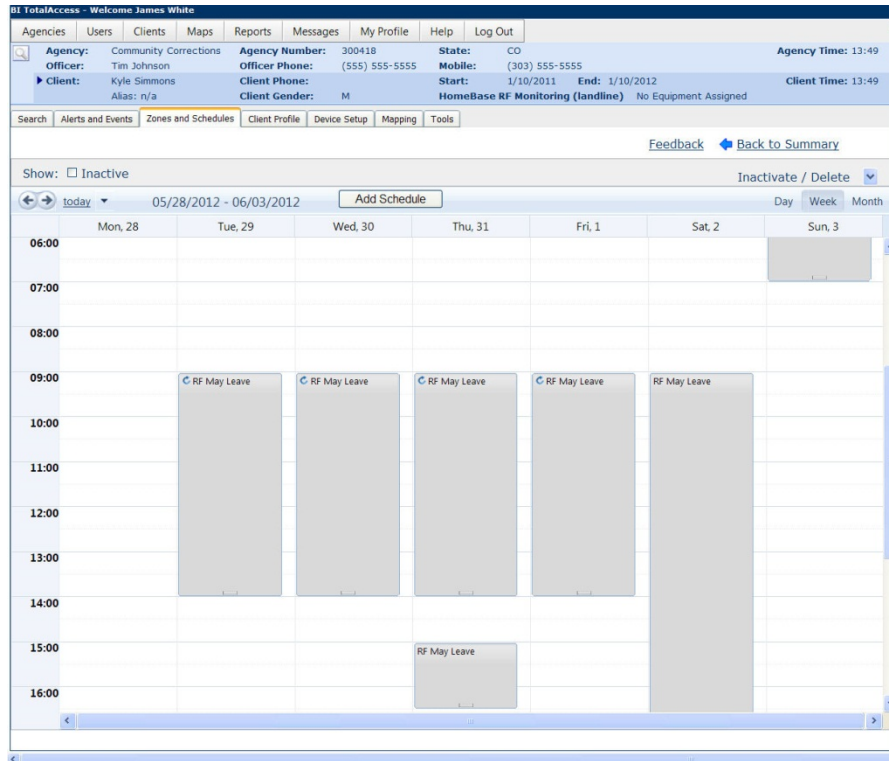
BI Response:

The central monitoring computer systems are located in secured facilities within temperature controlled environments. Access to the central monitoring and backup computers are restricted only to authorized personnel. All computer rooms have multiple HVAC systems and are temperature and humidity controlled. The central monitoring computer provides continual, round the clock monitoring.

- 2. The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each participant.*

BI Response:

TotalAccess users can assign unlimited schedules to offenders mandated to participate in radio frequency curfew monitoring. When in the TotalAccess software platform, users can define an unlimited amount of RF rules per offender, and the system allows users to create daily schedules, one-time schedules, or continuous schedules that may span multiple days.



Easy Schedule Creation

TotalAccess includes an intuitive software application for easy RF scheduling. Through a single navigation tab, users can enter tracking rules and schedules, inactivate rules and schedules without deleting them, and re-activate rules and schedules.

3. *The central computer system shall be capable of retaining personal information for each participant. The Proposer shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated City officials or staff.*

BI Response:

All offender, program, and equipment data is securely stored within BI's central monitoring computer. Users can access, modify, review, or inactivate all pertinent information by logging into the TotalAccess software platform from a web-enabled PC, laptop, or iPad. Should agency personnel require assistance with these tasks, they can call the BI Monitoring Operations center at any time.

4. *The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to the City central communications unit as required.*

BI Response:

Users can access program and equipment data, process changes, and print reports through TotalAccess without disrupting any monitoring processes. Users can connect to the system software remotely at any time via the Internet through a web-enabled PC, laptop, or iPad.

5. *The contractor shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in event of short-term commercial power losses.*

BI Response:

If commercial AC power is lost to either the Indiana or Colorado facilities, Uninterruptible Power Supplies (UPS) instantly deliver backup power to all servers for up to 15 minutes. Within six seconds of a power loss, a diesel-powered generator is automated and comes online to deliver power to both facilities in Boulder and Anderson. From the field, any shift in power sources is transparent. If necessary, a natural gas generator automatically comes online to replace the diesel-powered generator. The Monitoring Operations center can operate on generator power indefinitely. Both generators are secured in a restricted-access area, and are tested monthly.

6. *The contractor shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least on a daily basis to prevent data loss due to a system failure and be retained for at least one (1) year.*

BI Response:

BI makes physical backups of data to DLT tape daily, weekly, and monthly. Weekly backups are sent to an offsite storage facility every week and are maintained for two weeks before being returned. Monthly backups are kept onsite in a fire-proof cabinet. These tapes, which include all offender records, both active and inactive, remain onsite for at least one year, at which time the tapes are transferred to an offsite storage facility and stored for a minimum of six additional years.

Additionally, all data is replicated and stored in BI's central monitoring computer and backup central monitoring computer.

7. *The contractor shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time. Specify complete addresses of both primary and redundant systems.*

BI Response:

Primary (Main) Central Monitoring Computer

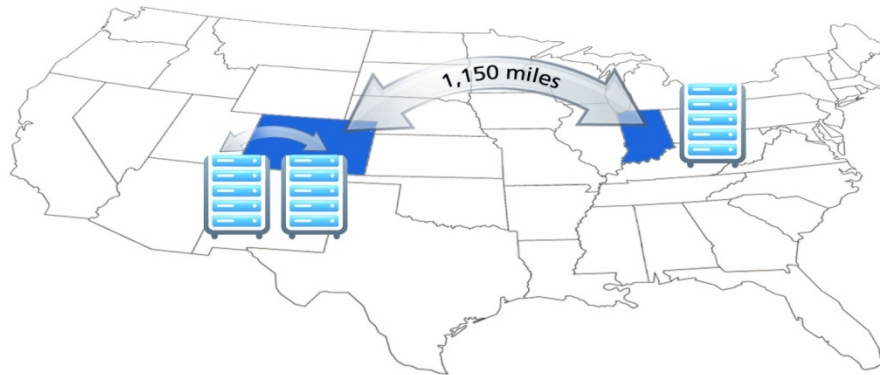
BI Corporate Headquarters
6400 Lookout Road
Boulder, Colorado 80301

Redundant (Backup) Monitoring Computer

BI Monitoring Operations Center
800 Main Street
Anderson, Indiana 46015

All of BI's monitoring computer systems include internal redundancy, local redundancy, and geographic redundancy. Any monitoring system malfunction causes a redundant component to immediately come online in order to prevent a complete failure of the monitoring system.

- **Internal Redundancy.** Each monitoring computer system server includes an important safety measure: a RAID disk subsystem that provides reliability and fault tolerance by storing data across a set of hard drives. If one drive fails, the server will continue to function while the faulted drive is repaired or replaced.
- **Local Redundancy.** The central monitoring computer system includes a primary production server and a backup server located in Boulder, Colorado. All data on the primary production server is replicated in real-time to the backup server. Both servers have the RAID internal redundancy.
- **Geographic Redundancy.** In addition to the real-time replication to the local backup server, all data is replicated in real-time to another backup server in Anderson, Indiana. This server also has RAID internal redundancy. Should the Boulder computer systems become unavailable, the Anderson standby servers and processors function as the primary computer system while repairs are made in Boulder—without any interruption of service for our customers.



Three Tier Redundancy Structure

The success of BI's approach to redundancy is demonstrated by 99% uptime of our systems over the past 3 years.

8. *The contractor shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by City shall be made by the Proposer's toll free telephone lines and/or optional alternate communications service.*

BI Response:

Agency personnel can access the TotalAccess software platform at any time, through a web-enabled PC, laptop, or iPad. Additionally, agency personnel can call BI's Monitoring Operations center at any time through a toll free phone number.

9. *The contractor shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.*

BI Response:

Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder corporate office. All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing last mile redundancy. Multiple, diversely routed T1s connect the Monitoring Operations center and Boulder corporate office, providing large bandwidth for data connectivity.

Central Computer Monitoring System Software (C.4.e.)

The central computer at the contractor's central monitoring service center ~~must~~ shall include a compatible software program with the capability to report on the entire electronic monitoring program. The software program shall be user friendly.

The electronic monitoring software shall be accessible via remote terminal at the City through dedicated line or internet access.

BI Response:

Users can access the system software at any time through a web-enabled PC, laptop, or iPad.

Accessories (C.4.f.)

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips and other related supplies necessary for proper operation shall be provided by the Proposer at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

BI Response:

BI understands and will comply with this requirement. All accessories and install/deactivation equipment will be provided to the City at no additional charge.

Maintenance and Repair (C.4.g.)

The contractor shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within 2 business days.

BI Response:

BI understands and will comply with this requirement. BI will arrange for the repair or replacement of the equipment within 2 business days of the agency request.

Reporting (C.4.h.)

The monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants' adherence to established curfews, will be faxed or accessible via remote terminal at the designated City Area Offices through dedicated line or internet access (as determined by City) by 4 am every day.

BI Response:

TotalAccess has an automated report delivery capability that meets this requirement. Users can configure TotalAccess to deliver the Daily Summary Report, or any other standard report, by fax or email to designated recipients to arrive a 4 AM every morning. The Daily Summary Report details offender alerts that occurred during a specific time period. If an offender is using GPS tracking technology, this report will also generate a map that details the offender's movements throughout the day.

The monitoring service center shall provide City with daily reports of cases added and removed during the preceding business day. These reports will be faxed or accessible via remote terminal at the City through dedicated line or through internet access (as determined by City) by 4 am every day.

BI Response:

Similar to the Daily Summary Report detailed above, users can configure TotalAccess to automatically deliver the following reports:

- **The Offender Add Delete Report** displays active offenders during the date range requested. Enrolled offenders will not show up on the report until the equipment is installed and calling in. The Create Date, Bill Start, and End Date are highlighted if within the specified date range. Includes agency total and report totals.
- **The Offender Inactivation by Date Report** displays offenders inactivated by officer, Offender Name, Case ID, Inactivate Date and Device Assigned within a specified time period.

The monitoring service center shall have an alert device and arrangement to notify the City of offender's unauthorized absences/late arrivals plus equipment malfunctions and other appropriate functions, within 30 minutes from the initial occurrence, via fax or remote terminal through dedicated line or internet access (as determined by City), to the City.

BI Response:

All program and equipment alerts will be sent to the appropriate City personnel based on the agency's predefined alert notification protocols. The agency can assign one or more contact list to a specific alert. Users have the ability to create contact lists for notification escalation that specifies:

- Which agency personnel are to be contacted
- The method of contacting personnel (fax, email, or text)
- The number of attempts that should be made to contact each person
- How long to wait between contact attempts
- The hours appropriate to contact agency personnel

As soon as the HomeGuard receiver detects a program or equipment violation, the monitoring system immediately initiates the alert notification process specified by the agency.

Alerts for tampers, zone violations or curfew violations shall be transmitted to the designated staff by alphanumeric pager, fax machine, text message, email, phone, or remote terminal through dedicated line or internet access (as determined by City). The method of notification will be determined by the City for each participant, caseload, or agency. Participants shall also be notified of alerts, at the discretion of the designated staff.

BI Response:

As the incumbent provider of monitoring solutions for the City, BI understands the City's needs and looks forward to continue providing the most appropriate alert notification and escalation procedures to meet the City's objectives. BI is fully capable of alerting designated personnel of alerts through phone call, text message, fax, page, or email.

In response to reports of monitoring violations by program participants, the contractor ~~must~~ shall prepare a written assessment based upon information received through the contractor's confirmation procedure and provide it immediately to the City via fax or remote terminal through dedicated line or internet access (as determined by City).

BI Response:

As part of the RF monitoring function, BI's alert report will be sent automatically to the agreed upon destination.

The contractor's management information system shall be capable of generating standard reports. The contractor may be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned City staff. Examples of custom reports that may be required are number of days a client is monitored, etc. Proposer's ~~must~~ shall include examples of all reports that they are capable of generating as part of their proposed package. City ~~must~~ shall be notified 24-hours in advance of any anticipated interruption in service.

BI Response:

TotalAccess has over 35 reports that can be run at any time. Additionally, the software has a unique ad hoc reporting capability that allows users to query specific data that may not be included in standard reports.

A complete listing of TotalAccess standard reports is provided in response to “Standardized Reports” on page 153.

BI will provide 24-hour advance notification of any anticipated or planned interruption in service.

Voice Tracking and Voice Verification and Message Reporting System Category (C.5.)

Requirements (C.5.a.)

1. *The system shall work by comparing an offender's voice during a verification call to a “voiceprint,” or digitized representation of the offender's voice obtained during enrollment.*

BI Response:

Through the use of biometric voiceprint verification technology and Automatic Number Identification (ANI), the system accurately verifies and records the offender's identity, the location from which they are calling, and the time of the call.

2. *The system shall allow total voice enrollment, including voiceprint, in less than five minutes.*

BI Response:

Data entry for enrollment takes less than five minutes. Obtaining the offender's voiceprint takes approximately five minutes, ensuring accurate and effective biometric readings.

3. *The system **must shall** have the ability to identify the offender's presence at prescribed locations.*

BI Response:

BI VoiceID powered by AnyTrax utilizes Automatic Number Identification (ANI) protocols to determine the location from which the offender is calling for check-ins at agency prescribed locations.

4. *City staff **must shall** be able to listen to recordings of voice verification calls over the Internet.*

BI Response:

VoiceID records all responses during enrollment and check-in calls. Agency personnel may listen to a offender's enrollment and check-in calls via the VoiceID website.

5. *The system **must shall** have the ability to place outbound calls and receive inbound calls.*

BI Response:

Based on agency-defined schedules, VoiceID makes random and pre-scheduled outbound calls, and accepts pre-scheduled inbound calls from authorized phone numbers.

6. *Call schedules and alert notification options **must shall** be customizable on a case-by-case basis.*

BI Response:

The system automatically schedules call times and frequency according to agency requirements. In addition, custom schedules for each offender's curfew/home detention periods, and authorized activities such as school or work may be created.

7. The system **must shall** have the ability to individually set the number of acceptable failures before an alert is generated.

BI Response:

The system tries approximately 5 times for up to 30 minutes to reach the offender after a busy signal or some other impedance to connection. If the offender is still unreachable, a “busy” or “carrier declined” alert will be generated.

8. The system **must shall** have such hardware and software security features as necessary to be tamper resistant.

BI Response:

VoiceID uses standard telephone lines, and has no equipment to acquire, install, or maintain. Offender identity is confirmed with a 99% accuracy rate via biometric speaker verification.

9. If the system requires City to manage outbound calling schedules, it **must shall** allow access only by authorized personnel with remote access via the Internet and/or via toll-free dial-in.

BI Response:

City personnel will create log-in names and passwords during initial user enrollment, and will then be able to log into the secure, web-based software using these credentials.

10. If the system makes outbound calls to offender locations, the system **must shall** be able to set the range of minutes between retry calls (after busy signal or no answer) and the maximum number of attempts to verify within a verification call.

BI Response:

The system tries approximately 5 times for up to 30 minutes to reach the offender after a busy signal or some other impedance to connection. If the offender is still unreachable a “busy” or “carrier declined” alert will be generated.

11. The system **must shall** be able to allow City staff to view and print summary and analytical reports as needed to alert supervising Officers and/or City staff.

BI Response:

VoiceID includes both a Check-in History Report and Court Report, and allows the officer to generate printer-friendly PDF versions of these reports.

12. The system **must shall** be able to record and print the name of the offender and the date and time of the violation.

BI Response:

VoiceID includes both a Check-in History Report and Court Report, and allows the officer to generate printer-friendly PDF versions of these reports.

13. The system **must shall** demonstrate a high degree of accuracy. The method of validation and percentage of accuracy **must shall** be explained and quantified.

BI Response:

VoiceID records a biometric voiceprint that provides 99% accuracy for verifying an offender's presence at the time of each check-in.

Message/Day Reporting System (C.5.b.)

The Proposer's system shall meet the following requirements:

1. *Shall have call in for questions/responses.*

BI Response:

BI Self Report, powered by AnyTrax, provides officers with a low-risk supervision solution. Using only a telephone number, Self Report allows officers to require an offender to call in and answer a series of interview questions, and confirms the offender's identity using a biometric voiceprint.

2. *Shall have call in format flexibility to include multiple question format based on City needs.*

BI Response:

Interview questions are customizable to meet the City's particular needs.

3. *Shall have the ability to call in from predetermined/designated locations.*

BI Response:

Self Report allows officers to create a call schedule based on the offender's needs, and determine the appropriate phone numbers for calls during enrollment.

4. *Shall have the ability to notify City personnel of any change or violation through email, pager or text messaging.*

BI Response:

All information is accessible through BI's Self Report web portal, which allows City personnel to view exception reports.

5. *Shall allow instant audible voice verification replay sessions via the internet.*

BI Response:

Self Report allows City personnel to replay calls through BI's Self Report web portal.

~~Video and/or Voice Remote~~ Breath Alcohol Monitoring (C.6.)

BI presents two Remote Breath Alcohol Monitoring devices for consideration:

- BI Sobriotor for In-Home Breath Alcohol Testing.** BI's Sobriotor in-home breath alcohol testing device offers scheduled, on-demand, and random alcohol testing for offenders. The Sobriotor summons offenders to take a breath alcohol by emitting a loud tone. Offenders repeat words issued by the Sobriotor, and the unit compares the offender's voice to a prerecorded voiceprint. This provides court admissible, biometric verification of the offender's identity. After completing the voice verification portion of the test, the offender blows into the unit to complete the breath alcohol portion of the test. Multiple proximity sensors ensure that the offender is unable to pass the voice verification test and hand the unit to another person to complete the breath alcohol test.
- BI SL2 for Portable Breath Alcohol Testing.** BI SL2 is a handheld breath alcohol device that allows offenders to carry the unit while in the community. The SL2 device is highly portable, and features a digital camera that automatically captures a snapshot of the offender's face while performing breath alcohol tests. In addition to this snapshot, the SL2 collects a GPS point during testing, allowing agency personnel to determine the offender's location at the time of each test. All data is then transmitted in near real-time to the SOBERLINK web portal.

Along with BI's continuum of products, including the ExacuTrack One, HomeGuard, VoiceID, Sobriotor, and TAD devices, the SOBERLINK web portal will soon be integrated into the TotalAccess software platform.

Requirements (C.6.a.)

The Proposer's system shall meet the following requirements:

1. *Shall identify the offender's presence at certain prescribed locations.*

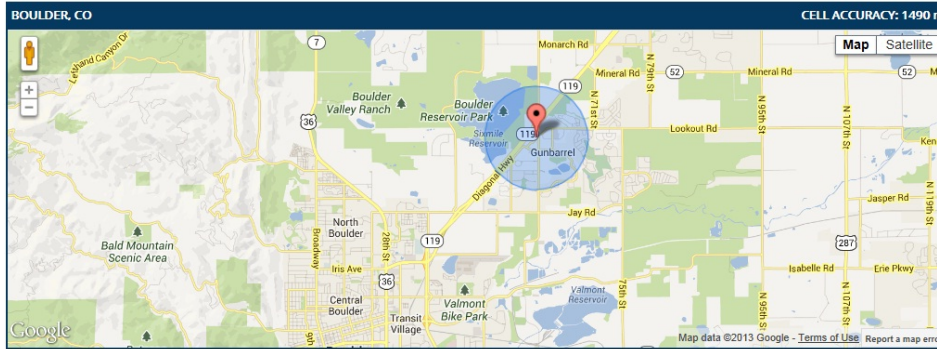
BI Response:

Sobriotor In-Home Testing

The Sobriotor can be used to determine offender location, as the unit is placed within the offender's home. Therefore, should an offender miss a scheduled test, supervisory personnel can determine that the offender was not at the residence in compliance with curfew mandates. Additionally, the Sobriotor can be paired with BI's radio frequency monitoring solution, and require an offender to perform a breath alcohol test when returning in range of the receiver.

SL2 GPS Collection Capability

The SL2 automatically collects a GPS location point while the offender is performing the breath alcohol test. If GPS is unavailable, the unit will use cell tower proximity technology to determine the offender's location.



SL2 GPS Collection

The SL2 provides supervising personnel with a GPS point associated with the offender's location when performing the breath alcohol test.

2. Shall work by comparing an offender's voice to a voiceprint, or digitized representation of the offender's voice **and/or facial recognition**.

BI Response:

Sobriotor Biometric Voice Verification

Sobriotor uses biometric (voice verification) technology to ensure that the offender is the person actually performing the test. At the time of enrollment, the offender records three words that are stored in the Sobriotor as a template of the offender's voice. Before blowing into the Sobriotor, the offender is asked to repeat up to six words randomly chosen by Sobriotor. Sobriotor then compares the offender's voice to the enrolled template in order to verify the offender's identity. Unlike photo identification, biometric voice identification even distinguishes between twins. When it comes to offender identification, biometric versus photo identification can be compared to the accuracy of a fingerprint versus a mug shot. By measuring unique physiological characteristics to identify an individual, biometrics can distinguish even between twins.

SL2 Photo Identification

The SL2 device captures an image of the person performing the breath alcohol test. Agency personnel log into the SOBERLINK web portal to view the image captured while the offender is performing the test, and compare the test picture with the master image of the offender stored in the web portal.

3. Shall allow instant **audible-voice** verification replay sessions **via internet**.

BI Response:

Sobriotor Voice Verification

Agency personnel can listen to Sobriotor voice verification tests at any time with the Sobriotor device.

SL2 Photo Verification

Agency personnel can view images captured of the person performing breath alcohol tests at any time by logging into the SOBERLINK web portal.

4. *Shall allow placement of outbound calls and/or receiving of inbound calls.*

BI Response:

Sobriotor Call Capability

The Sobriotor is capable of placing outbound calls and/or receiving inbound calls for communication with the central monitoring computer. The monitoring computer and the units use this capability to communicate testing schedules, test results, and other information required for the proper monitoring of the offender.

SL2 Call Capability

The SL2 places outbound calls for communicating test results and other information required for the proper monitoring of the offender.

5. *Shall have call schedules and alert notification options that are variable by offender case.*

BI Response:

Both the Sobriotor and SL2 device have multiple testing frequency options. Agency personnel can configure testing schedules to best meet monitoring needs on an offender-by-offender basis.

Sobriotor Alert Notifications

All Sobriotor event messages are date and time stamped at the time of the event occurrence and when the data was received by the central monitoring computer. There are over 35 configurable Sobriotor alert and event messages. A small sample of these messages includes:

- **Missed Alcohol Test.** The central monitoring computer did not receive alcohol test on schedule when it was expected.
- **Removed During Blow Test.** The offender removed the unit from his/her face during the blow test.
- **Voice Verification Failure.** The person taking the test failed to pass the voice verification portion of the test.
- **Breath Alcohol Content.** This event communicates the breath alcohol reading received from the offender's alcohol test. The event is accompanied by a BrAC reading, and generates an alert if the value is greater than or equal to the City's pre-established BrAC failure value.

Users can customize how agency personnel receive alerts, at what frequency alerts are communicated, escalation procedures, and event pairing within TotalAccess.

SL2 Alert Notifications

Supervising personnel have the option to receive automated alerts from the SOBERLINK web portal via text message or email. The SL2 communicates with the SOBERLINK web portal via cellular networks. As a highly mobile device, the SL2 can be discreetly carried by the offender at all times, and the agency can elect to have the offender take scheduled tests anywhere, at any time. SL2 event messages include:

- **Missed Report.** The offender did not perform an alcohol test in compliance with the City's mandated testing schedule.
- **Follow Up Report.** The offender completed a follow up alcohol test.
- **Positive Report.** The offender tested positive for alcohol consumption.
- **Compliant Report.** The offender tested negative for alcohol consumption.

6. *Shall individually set the number of acceptable failures before an alert is generated.*

BI Response:

Sobriotor Alert Notifications

The Sobriotor allows for a retest before reporting any breath test failure. The central monitoring computer will only initiate an alert after an unsuccessful retest. To maintain appropriate program compliance, this setting is not adjustable on an individual basis.

SL2 Alert Notifications

If an offender fails a test, the SL2 can be set to retest an offender every 30 minutes, for up to 6 tests, until a compliant test is completed. Agency personnel can determine the necessity of intervention given testing data received after each completed test.

7. *Shall allow alert notifications through email, text messaging or pager.*

BI Response:

Sobriotor Alert Notifications

TotalAccess allows users to configure by what means they receive Sobriotor event messages, including through email, text message, or pager.

SL2 Alert Notifications

The SOBERLINK web portal provides automated alert notification through text message or email.

8. *Shall have such hardware and software security features as necessary to be tamper resistant.*

BI Response:

Sobriotor Tamper Detection

When Sobriotor is positioned around the mouth, multiple proximity sensors register the presence of the face. If the offender removes Sobriotor from the face at any time during the testing process, the test will be reported as a mask failure. This prevents the offender from passing the voice verification test and then passing the Sobriotor to someone else.

Additionally, the Sobriotor has a photo optic cell that detects if the casing of the unit is pried open.

SL2 Tamper Detection

Agency personnel can view every photo of each offender captured during a test. Every test displays a master picture next to a picture of the person performing the test, allowing for easy comparison and determination of the correct person being identified. Officers can easily distinguish if the offender is actually performing the test, or if an attempt to tamper with the system has occurred.

9. *Shall allow online access to offender compliance history.*

BI Response:

Agency personnel can view all offender compliance history information through the internet. Officers can view Sobriotor compliance history by logging into the TotalAccess software platform. Similarly, agency personnel log into the SOBERLINK web portal to view compliance history. BI is currently working to integrate the SOBERLINK web portal with TotalAccess, which will allow officers a single platform to view their breath alcohol caseload.

10. *Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.*

BI Response:

The range of minutes between retry calls is not adjustable because, as BI discovered, allowing the retry window to be changed often results in serious issues. Instead, the system is set-up to utilize a progressive back-off calling sequence, which is an algorithm that sets “random” callbacks for each unit to prevent hundreds of units attempting to call simultaneously and on a repeated basis.

11. *Shall allow a probation officer or other designee to view and print summary reports as needed.*

BI Response:

Sobriotor Reports

TotalAccess has a highly sophisticated reporting mechanism that allows users to run standard and ad hoc reports. Users can view and print TotalAccess reports, as well as export data to Microsoft Word, Microsoft Excel and PDF formats.

A complete listing of TotalAccess reports is provided in section “Standardized Reports” on page 153.

SL2 Reports

Users can access SL2 reports through the SOBERLINK web portal. These reports include:

- **Offender Detail Report** includes a daily summary of monitoring activity, including photos, BAC levels, offender information, and notification history.
- **Consolidated Report** details the offender’s profile, current schedule, summary of results, length of monitoring, and details of positive / missed tests.

12. *Shall allow recording and printing the name of offenders and date and time of violation.*

BI Response:

TotalAccess and the SOBERLINK web portal comply with this requirement.

13. *Shall demonstrate high degree of accuracy. Method of validation and percentage of accuracy ~~must shall~~ be explained and quantified as part of the technical proposal.*

BI Response:

The major advantage of breath alcohol solutions is that notification of program non-compliance occurs in near real-time. This provides officers with the ability to act immediately and respond to non-compliant behaviors in accordance with agency procedures.

In order to eliminate testing problems such as the detection of airborne or environmental alcohol, the Sobriotor and SL2 systems use active tests to measure breath alcohol content. The offender must blow into the device for a certain length of time and at a certain pressure so that Sobriotor or SL2 can obtain a deep-lung sample.

The concentration of alcohol in a deep-lung breath sample is directly proportional to the alcohol concentration in the blood. Therefore, the Sobriotor and SL2 systems measure breath alcohol content (BrAC) using fuel cell technology. The Sobriotor sends the results to the central monitoring computer as blood alcohol content (BAC) readings from 0.010 to 0.250. The SL2 sends test results of breath alcohol content to the SOBERLINK web portal.

14. The unit **must shall** be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the contractor's central monitoring computer.

BI Response:

Sobriotor Communications

The Sobriotor connects directly to the offender's home phone line.

SL2 Communications

The SL2 communicates all program data to the SOBERLINK web portal through cellular networks.

15. The unit **must shall** measure Breath Alcohol Content (BrAC) by using a detection technology.

BI Response:

The Sobriotor and SL2 use fuel cell technology. This technology has been in use for decades, and is a court validated technology. This technology is industry standard in monitoring offender compliance with correctional agency mandates.

16. The unit **must shall** measure BrAC by collecting deep lung samples.

BI Response:

When taking a breath alcohol test by using the SL2 or Sobriotor, the offender must place the unit in close proximity to their face. Offenders take a deep breath to blow into the unit. This ensures that the exhaled breath is measured for alcohol content, nearly eliminating the potential for airborne contaminants to affect the test results. Additionally, both units are equipped with pressure sensors and duration sensors that ensure the offender's breath is being measured for alcohol content.

17. As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit **must shall** be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.

BI Response:

Sobriotor Alcohol Detection

The Sobriotor has alcohol sensitivity level of 0.010 and higher.

SL2 Alcohol Detections

The SL2 has an alcohol detection range of 0.000 to 0.400.

18. The unit **must shall** have a battery operated backup.

BI Response:

Sobriotor Battery

Sobriotor is powered by a connection to a standard outlet within the offender's home. The unit has a 12 hour back up battery life.

SL2 Battery

The SL2 battery life depends on the frequency of testing. The device will function for five days with regular testing, or for two weeks when not in active use.

19. The battery **must shall** power the unit for a minimum of 12 hours and retain an ability to continue prescheduled tests.

BI Response:

The Sobriotor and SL2 comply with this requirement.

20. The unit **must shall** be easily installed by City staff.

BI Response:

Sobriotor Installation

Sobriotor can be installed as a standalone system, or it can be installed with the HomeGuard RF solution. With minimal officer training, Sobriotor is installed in the offender's home in five minutes or less.

SL2 Installation

As a highly mobile, handheld device, there are no installation activities required to successfully operate the SL2.

21. The unit **must shall** use a secure process that prevents enrollment except by authorized individuals.

BI Response:

Both the TotalAccess software platform and the SOBERLINK web portal use industry best security practices to prevent unauthorized users access to the system.

22. The unit **must shall** connect to the telephone network with a standard RJ11-C jack **or through cellular communication**. A telephone cord and modular plug **must shall** be provided with the unit at no additional cost to the City.

BI Response:

Sobriotor Cords

When used as a stand- alone system, Sobriotor units are connected to a telephone line in the offender's residence with a standard RJ-11-C modular telephone connector. A telephone connector and power cord are provided with the Sobriotor, at no additional cost.

SL2 Cord

The SL2 does not communicate program and equipment data through a landline telephone jack. Alternatively, the system uses cellular networks to communicate with the SOBERLINK web portal. The SL2 comes with a charging cord, which will be provided to the agency at no additional cost.

23. External power and phone cords for the unit ~~must~~ shall be field replaceable.

BI Response:

The Sobriotor and SL2 comply with this requirement.

24. The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.

BI Response:

Sobriotor Memory

The Sobriotor has a nonvolatile memory that can store up to 16 messages.

SL2 Memory

The SL2 does not have internal memory capabilities, as all program and equipment data is communicated to the SOBERLINK web portal in near real-time.

25. The unit will be able to continue to administer breath tests in the absence of phone service.

BI Response:

Sobriotor Phone Service Requirements

The Sobriotor is able to administer breath tests in the absence of telephone service when connected to the Officer Control Unit. Otherwise, the Sobriotor must be able to connect to the central monitoring computer to initiate a test. If there is a prolonged absence of phone service, the central monitoring computer will generate a *Missed Callback*, and when phone service is restored, an on-demand test can be initiated.

SL2 Phone Service Requirements

The SL2 requires cellular service to administer breath tests, because all tests are initiated via cellular communication, and results are sent in near-real time after completion of each test.

26. The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.

BI Response:

Offender Interaction with the Sobriotor

The Sobriotor summons offenders to take a breath alcohol test on a scheduled, random, or on-demand basis. Sobriotor uses biometric voice verification and proximity sensors to ensure offenders cannot manipulate or circumvent the system. Testing typically takes approximately seven minutes for the offender to complete. Sobriotor can be connected to the offender's home phone line directly or through a HomeGuard receiver to report results to the central monitoring computer.

Offender Interaction with the SL2

Offenders receive a text message reminding them to take a scheduled alcohol test. To take an accurate test, offenders simply press the button on the unit, and blow long and hard into the SL2 device. Testing takes approximately 30 seconds to complete. The device automatically communicates test results to the SOBERLINK web portal, and the City receives the results of the test in near real time via email or text message.

Note that the testing process begins when the offender receives the text, and the results are reported after the offender blows into the device for an appropriate amount of time. The single button press merely initiates the step for the offender to prepare to blow into the unit.

27. *The contractor's central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.*

BI Response:

The Sobriotor and SL2 comply with this requirement.

28. *The unit **must shall** measure the presence of alcohol only. The Device **must shall** not respond to natural gas or acetone.*

BI Response:

Fuel cell-based breath alcohol monitoring systems are non-responsive to substances like acetone. Both the Sobriotor and the SL2 utilize this technology to reduce false positives.

The units also use active tests to measure breath alcohol content and eliminate testing problems such as the detection of airborne alcohol. The offender must blow into the device for a certain length of time and at a certain pressure to obtain a deep-lung sample for testing.

29. *The unit will be compatible with the contractor's Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.*

BI Response:

Sobriotor Monitoring

The Sobriotor can be paired with BI's HomeGuard solution to provide RF capability. Sobriotor can also be used as a stand-alone solution.

SL2 Monitoring

The SL2 does not interoperate with BI's RF HomeGuard solution.

30. *The unit will use verification to correctly identify the offender.*

BI Response:

Sobriotor Verification

The Sobriotor uses voice verification technology to correctly identify the offender.

SL2 Verification

The SL2 provides authorized personnel with the ability to view the picture captured while the offender was taking an alcohol test.

31. *The unit will allow tests to be administered in a variety of methods:*

- a. *Random, computer generated as specified by the City. Allowing for an unlimited number of test periods and tests.*

- b. *At City designated locations or in the offender's home by authorized City staff. After the test, within 30 seconds the BrAC level should be displayed on the City operated hand held device.*
- c. *"On-demand" by the City.*

BI Response:

Sobriotor Testing Schedules

- **Random.** Agency personnel can specify a timeframe and frequency for random tests; the monitoring computer generates testing times that fall within the defined testing parameters. For example, if an officer specifies a timeframe of 1730 to 2330 and a frequency of every 30 to 45 minutes, the Sobriotor summons the offender for a test every 30 to 45 minutes during that 6 hour period. The Sobriotor is able to administer breath alcohol tests up to 6 times an hour. Testing beyond that amount is not feasible due to the acknowledgement and wait periods associated with the breath tests.
- **City Designated Locations.** Agency personnel can initiate a test using the Sobriotor and the provided Officer Control Unit (OCU) regardless of location. The OCU allows officers to view test results within 30 seconds of test completion.
- **On-Demand.** On-demand testing can be initiated by personnel at any time through the TotalAccess portal. Upon receipt of the request the Sobriotor promptly issues a summons to the offender for an alcohol test.

SL2 Testing Schedules

- **Random.** SL2 schedules are manually entered into the monitoring software by agency personnel. Computer generated random testing is unavailable; however, testing schedules can be set up in a random manner by the agency to accommodate this need.
- **City Designated Locations.** The SL2 is a portable device that can easily be used at any location necessary, and all test results are displayed on the LCD screen after successful completion of a test.
- **On-Demand.** The on-demand feature is currently under development for the SL2.

32. *The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The "erroneous" sample might be from a mechanical apparatus or accomplice.*

BI Response:

Sobriotor Tamper Technology

The Sobriotor incorporates multiple proximity sensors that register the presence of the face on the device during testing. If the offender removes the unit from the face at any time during the testing process, the test will report a mask failure. This technology prevents offenders from removing the unit from their face after the voice verification process, to hand it to an accomplice or use a mechanical apparatus to complete the testing.

SL2 Tamper Technology

The SL2 has an internal thermometer that measures the temperature of an offender's breath, to deter offenders from using compressed air. The built-in infrared camera aids offender identification. The SL2 takes a picture of the offender performing the test, and this information is populated in the SOBERLINK web portal. Officers simply log into the web portal, and can view images of the offender performing the test to ensure accurate monitoring and detect tamper attempts.

33. *The unit will have tamper technology that is accurate and non-intrusive.*

BI Response:

Sobriotor Tamper Technology

The Sobriotor uses biometric voice verification technology to ensure that the offender is the person taking the test. Voice verification boasts an accuracy that enables it to distinguish between twins, and is non-intrusive.

SL2 Tamper Technology

SL2 uses photo identification during testing. Agency personnel can easily distinguish through photo comparison whether the person taking the test is the actual offender or an imposter.

34. *The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.*

BI Response:

Sobriotor Tamper Technology

The Sobriotor includes a photo optic cell that detects whether the casing of the unit is pried open. When the sensor detects that the case has been breached, the unit sends an alert to the central monitoring computer. Other communications, which are generated by the system, include phone, power, tamper, and system alerts and messages.

SL2 Tamper Technology

The SL2's LCD screen indicates battery status for reference. Currently, there are no tamper detection features for phone, case, or power in the device.

~~35. *The unit will utilize proximity sensors to detect when the unit is removed from the face of the offender.*~~

BI Response:

No response required.

36. *The contractor ~~must shall~~ have monitoring software that is accessible through the internet and ~~must shall~~ provide a description of its capabilities.*

BI Response:

Sobriotor Monitoring Software

TotalAccess is BI's exclusive monitoring software platform which is accessed through the internet from a web-enabled PC, laptop, or iPad. TotalAccess users have one platform from which to view all program offenders at a glance. The software includes detailed and customizable reporting features, as well as enhanced mapping views that allow officers to closely track offender movement within the community. A fast, comprehensive and easy-to-use software application, TotalAccess supports the continuum of BI manufactured electronic monitoring equipment, including radio frequency, GPS, and alcohol monitoring. Authorized agency personnel have access to all offender monitoring data via BI TotalAccess 24 hour a day, 7 days a week.

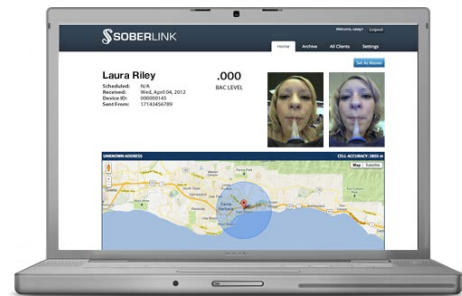
TotalAccess collects tracking information and compares the recorded locations against predefined exclusion and inclusion zones. Once logged into the TotalAccess software platform, agency personnel can perform the following monitoring tasks:

- View their entire caseload at a glance, regardless of equipment type
- Enroll, transfer, or inactivate offenders
- Create and edit offender schedules
- Create inclusion, exclusion, point of interest, and primary location zones
- Customize alert notifications and alert escalation procedures
- Close alerts and add comments
- View mapping playbacks of offender movement
- Run reports

SL2 Monitoring Software

The SOBERLINK web portal is a stand-alone system that can be accessed through a web-enabled PC, laptop, or iPad. Agency personnel can easily enroll offenders in the software by simply inputting the SL2 device identification number, the security pin, and the offender's name. After enrollment in the software, personnel simply press the "Start" button on the casing of the SL2 unit to activate the device.

Additionally, agency personnel input the offender's mobile phone number to ensure text messages reach the offender as a reminder to take the breath alcohol test.



Supervisory personnel can view detailed offender history and compliance information via the SOBERLINK web portal.

Continuous Alcohol Monitoring (C.7.)

Transdermal (C.7.a.)

1. *The System shall provide 24-hour monitoring of alcohol concentration through the skin.*

BI Response:

The TAD is attached directly to the offender's leg, and monitors perspiration for alcohol content on a continual basis.

2. *The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.*

BI Response:

The TAD complies with this requirement and contains seven tamper detection technologies to detect if an offender attempts to circumvent the system. Should an offender cut, stretch, or otherwise damage the fiber optic strap, an alert will be generated. Details of the seven tamper detection technologies can be found in section "TAD Tamper Detection" on page 40.

3. *The transmitter **must shall** automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.*

BI Response:

The TAD measures and records alcohol consumption on a continual basis, regardless of the offender's location.

4. *The transmitter **must shall** take an alcohol sample a minimum of once every 30 minutes or as determined by City.*

BI Response:

TAD samples once per minute, and calculates and records an average reading every five minutes.

5. *The transmitter **must shall** comply with FCC regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.*

BI Response:

BI ensures the durability of transmitters by ensuring they pass rigorous testing, by both in-house and by third-party companies, prior to release. Highly Accelerated Life Testing (HALT) exposes equipment to extremes in environment, shock, and vibration in order to guarantee functionality throughout the life of the equipment. The TAD transmitter is also waterproof and meets FCC standards. The FCC registration number is CSQTAD001.

6. *When a low-battery event occurs, the system **must shall** generate a low-battery alert that gives City staff five days to replace the battery before it becomes exhausted.*

BI Response:

The system generates a *TAD Battery Low* message when five days of power remain, allowing personnel ample time to replace the battery.

7. *The transmitter straps and battery ~~must shall~~ be replaceable in the field, and require minimal training for City staff.*

BI Response:

TAD includes field replaceable straps and batteries that can be replaced easily with minimal training.

8. *The transmitter ~~must shall~~ be able to distinguish between ingested alcohol and environmental alcohol.*

BI Response:

TAD uses a statistical algorithm that was created, tested, and verified by BI to distinguish between a true drinking event and alcohol readings caused by environmental contaminants such as cleaning or beauty products. The algorithm creates a baseline for each offender wearing the device and enhances testing accuracy. The algorithm is proven to be independent of factors such as gender, height, and weight, and demonstrates high statistical confidence in distinguishing true alcohol drinking events from false positives.

9. *The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.*

BI Response:

The TAD complies with this requirement. Details of TAD's seven tamper detection technologies are provided in "TAD Tamper Detection" on page 40.

10. *At a minimum, the transmitter ~~must shall~~ detect, record, and alert City staff for the following: low battery, unit ~~must shall~~ be returned for recalibration, alcohol event, equipment tamper, ~~no motion~~ and curfew violation (if paired with an optional receiver).*

BI Response:

TAD generates numerous events, alerts, and messages that are communicated to agency personnel, including all of the above referenced alerts and many more, to ensure that the agency is alerted to potential issues with the equipment or program compliance.

11. *The transmitter ~~must shall~~ be able to pair to a receiver to report monitoring data to the contractor's central monitoring computer system.*

BI Response:

The HomeBase receiver relays data from the offender's TAD unit to the central monitoring computer. The receiver can also be utilized to detect the presence or absence of an offender in the home, for a curfew monitoring component.

12. *The transmitter ~~must shall~~ emit a signal to the receiver at least once every 30 seconds continually, during the operating life of the transmitter's battery.*

BI Response:

The transmitter emits a signal randomly between every 14.5 and 29 seconds (22 seconds on average), continually for the operating life of the battery.

13. RF signals from the transmitter to the receiver should have a range of up to 150 feet.

BI Response:

The HomeBase receiver has three range settings for detecting TAD signals: 35, 75, and 150 feet.

14. RF signals from the transmitter to the receiver should be on a noncommercial frequency.

BI Response:

BI RF systems use the 314.2 MHz frequency, which is reserved strictly for noncommercial applications.

15. Proposer shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the City. The RF service should be available in land line and cell variants.

BI Response:

HomeBase receivers and the TAD unit are paired through the TotalAccess software making it easy for personnel to use available receivers and transmitters as necessary regardless of available phone lines. The HomeBase receiver is available in both landline and cellular models, offering the agency needed flexibility when working with offender situations.

Standardized Reports (C.8.)

The Proposer’s system shall provide standardized reports for all functional areas covered by the Proposer’s contract. In addition, report parameters are subject to change by City during contract performance, and other reports may be required as requested by City.

Please provide a list and description of all of the standard reports.

BI Response:

Activity Reports

Activity reports provide information about offender movement, alerts and events, and equipment status such as battery charge level. These reports include:

| | |
|---------------------------|--|
| Agency Alert Count | Displays alerts for a specified time-frame (maximum 31 days) by: <ul style="list-style-type: none"> Monday–Friday 8:00–17:00 Monday–Friday 17:00–8:00 Saturday–Sunday 0:00–23:59 This report also displays the total number of alerts. |
| Alert Detail | Provides history of alert notification that can be queried by customer, agency, officer, offender, for a specified time-frame (maximum 10 days), by action date, action, result, comment and destination. |
| Alert Summary | Total alerts by transmitter tampers, exclusion and inclusion zone alerts, receiver and tracker curfew alerts, receiver and tracker missed calls, offender, officer and agency. |
| Activity Summary | Offender alerts for a specified period (maximum 31 days) that can be organized by: <ul style="list-style-type: none"> Officer information Agency information Offender’s name and address Case ID Service Plan Equipment serial numbers Schedules (zones and map for GPS equipment) and events can also be displayed if selected. |
| Alerts By Type | Alerts generated for all of the agency’s offenders during a specified timeframe. For each offender, the report lists the number of each alert type and the total number of alerts generated. |
| Compressed Summary | Lists all offender alerts that occurred during a specified time period by offender ID, offender name, date event received, date event occurred, equipment #, event description, event time and event received and if the event was an alert. |
| Daily Summary | Lists offender schedules and alerts during a specified time period (maximum 7 days). If the offender is using ExacuTrack equipment, the report will include a map with points and zones. Events and directional arrows will be displayed if selected. |

| | |
|--------------------------|---|
| Open Alert Status | Agency report that shows any open alerts that are older than a user specified day; format can be organized by officer, offender, oldest alert, and alerts with the count. |
| Zone by Zone | Displays events and alerts associated with entering and leaving zones, rules, schedule history, and offender movement for the specified time period. |

Administrative Reports

Administrative reports provide summaries and snapshots of program data at a specific point in time.

| | |
|----------------------------------|--|
| Agency Active Offender | Lists billable days for devices active during the previous month by offender name, agency own status, offender id, equipment type, billing start date, billing end date, and active days. Also includes a system summary showing active offenders, BI-owned active days, agency-owned active days, and total active days by equipment type. |
| Agency System Utilization | Agency equipment list by equipment ID, agency owned, status (active, inactive, or enrolled), case ID, offender name, end date, officer name, officer ID, and associated equipment IDs. |
| Customer Agency Summary | Lists number of alerts and notifications for an agency or group of agencies by total offenders, percentage of offenders, total alerts, percentage of alerts, average alerts per offender, total notifications, percentage of notifications, and average notifications per offenders for all agencies within a customer with customer totals. |
| Device Current Usage | Records the total number of days monitored during the current month by offender. Includes case ID, serial number, device type, start monitoring date, and end monitoring date. |
| Monthly Equipment Summary | Equipment totals by type, date, # of installs, # of disconnects, # of active units and # of active offenders by equipment type by officer. Includes officer and agency totals by installs, disconnects, units used and offenders. |
| User Login Log | Logs attempts to access the software by user name, attempt date/time, successful, logout date/time and login duration. |
| User Request Log | Logs all text messages, voice messages, and “ping” requests by offender name, unit #, request type, text details and request date with officer and agency totals. |

Offender Information Reports

Offender information reports help personnel manage individual offenders and their caseloads:

| | |
|-----------------------------|--|
| Case Status | Unresolved alerts older than 24 hours by officer, offender name, case id, type, date/time. |
| Caseload at a Glance | Summarizes agency’s caseload by active offenders, offenders with open alerts, open alerts, and alerts within last 24 hours. |
| Caseload Profile | Lists offenders by name, ID, phone, start date, end date (estimate), and equipment serial numbers. Includes total number of offenders. |
| Offender List | Lists active offenders by customer, agency, officer, offender name, case number, address, home phone number, and mobile number. |

| | |
|---------------------------------------|---|
| Caseload Statistics | Displays officer caseloads by total cases by cases added, cases deleted, daily caseload average, alerts, and average sentence. The average sentence is based on cases that were deleted during the specified time period. |
| Offender Add and Delete Report | Reports active offenders during the date range requested. Enrolled offenders will not show up on the report until the equipment is installed and calling in. The create date, bill start, and end date are highlighted if within the specified date range. Includes agency total and report totals. |
| Offender Profile | Displays contact, case, and personal information, and equipment serial numbers for the selected offender, entire caseload, or for agency's caseload. |
| Offender Inactivation by Date | Offenders inactivated by officer, offender name, case ID, inactivate date and device assigned within a specified time period. |

Additional Reports

| | |
|------------------------------------|--|
| Offender Procedure Overview | Shows any changes made to the procedure overview screen. The history can be viewed by a historical date or by choosing a date from the change log. |
| Offender Profile History | Shows any changes made to the offender profile screen. The history can be viewed by a historical date or by choosing a date from the change log. |
| Device Assignment | Shows any changes made to the device assignment screen. The history can be viewed by a historical date or by choosing a date from the change log. |
| Tracking Rules | Shows any changes made to rules screen for a specified period of time. |
| Device History | View the past history of a device, such as the date range a specific piece of equipment was assigned to a previous offender. |
| 14 Day Summary | Lists events for the last 14 days by event date, alert ID and alert type. |

Ad-Hoc Reporting Capability

In addition to the reports described above, users can create their own customized reports with ad-hoc reporting capability within TotalAccess. Flexible, customized reporting capabilities include:

- Selecting fields for the report
- Grouping, sorting and filtering data
- Applying various formatting styles
- Viewing, downloading, and scheduling custom reports for automatic delivery by email or fax
Automatic delivery is accomplished through TotalAccess: the software sends the customized report to the user's email inbox at a specified time on a specified date.
- Export both pre-defined and custom reports as PDFs, Word documents, or Excel spreadsheets (which users can then sort by any field)

Most reports take less than a minute to run, and users can save reports to a hard drive or email them with the click of a button.

Other Reports Requested by the City

BI will work with the City to address any additional reporting requirements to address any particular needs in a mutually agreeable timeframe.

General (C.9.a.)

1. Provide a description of the Products and Services to be provided by the major product category set forth in Section C.1. The primary objective is for each Proposer to provide its complete product, service and solutions offerings so that Participating Public Agencies may utilize a range of these services as appropriate for their needs.

BI Response:

The following list summarizes the complete range of products, services, and solutions offered by BI for the major categories set forth in RFP Section C.1.

| C.1.a. | C.1.b. | C.1.c. | C.1.d. | C.1.e. | C.1.f. |
|---|---|--|---|---|---|
| Active/Passive/ Hybrid GPS/ Tracking | Radio Frequency (RF) Tracking | Video and/or Voice Tracking/ Verification/ Message Reporting | Alcohol Monitoring | Continuous Alcohol Monitoring | Continuous Alcohol Monitoring/RF Tracking |
| ExacuTrack One  | HomeGuard  | VoicelD  | Sobriotor  | TAD  | TAD  |
| | GroupGuard  | | SL2  | TAD Cellular  | TAD Cellular  |
| | Drive-BI  | | | | Drive-BI  |

BI's TotalAccess monitoring application provides complete caseload management for the continuum of BI manufactured electronic monitoring products, including GPS, RF, Voice Verification, and Alcohol Monitoring. TotalAccess supports all proposed BI technologies except VoicelD and SL2, which each currently provide their own web portal. TotalAccess supports all BI technologies currently used by the City.

2. Describe any related products, services and solutions provided by your company.

BI Response:

Electronic monitoring has been shown in numerous studies to be an effective tool for reducing the likelihood of failure under community supervision. BI offers an array of related products, services and solutions to help augment the success of electronic monitoring. For example, treatment-oriented programs such as we provide have been shown to help positively impact offender behavior while under supervision. These related programs used in conjunction with monitoring provide a comprehensive service for agencies to procure through this contract.

In addition to the major product categories, BI proposes the following related services and solutions:

- Day Reporting Center for Offenders
- Jail Employment Education Program

Description of Related Offerings

A wholly-owned subsidiary of The GEO Group, Inc., BI has provided successful case management supervision services since 1996. In addition, we have the infrastructure in place to hire, train, and support personnel in the delivery of these services. Working with each individual agency, we can rapidly secure and build out a location for a program, or our personnel can operate a program in agency-provided space.

Decades of corrections research have shown that cognitive behavioral treatments are the most cost-effective way to reduce recidivism associated with electronic monitoring. Our company has been providing community-based, cognitive behavioral services for over 15 years. We offer the following optional cognitive behavioral program configurations for your consideration. We will work with each individual agency to create a customized program that exactly fits the specific agency needs and goals.

- **Core Day Reporting Center (Core DRC).** A Core DRC provides offenders with assessments, individualized treatment plans, individual cognitive behavioral therapy (ICBT) and group cognitive behavioral therapy (Group CBT). Maintaining office operations approximately 9 hours per day and 5 days per week (with night hours as needed), our personnel provide:
 - 30 minutes of ICBT per week, per offender
 - 1.5 hour session of Group CBT per week
 - Offender referrals to needed community resources. Our personnel coordinate and provide case management for all community referrals.
- **Jail Employment Education Program (JEEP).** GEO understands that employment provides stability and security, which helps reduce the risk of reoffending. JEEP offers an in-custody solution that prepares offenders for a productive life after incarceration. JEEP includes job skills training as well as classes designed to promote pro-social habits and curb criminal thinking. The JEEP curriculum helps offenders modify their behavior and develop valuable employment skills. The curriculum incorporates assessment, training, and feedback to help offenders maintain a crime-free lifestyle after release and includes three components: general education applicable to GED preparation; jobs skills and life skills to improve employability potential; and pro-social skills to improve the possibility of success in the community. The program provides the following:
 - **Employment Readiness.** Employment Readiness includes classroom time, led by GEO's Education and Employment Coordinator, and individual time working through computer-based employment skills training. Offenders receive training and testing to measure their progress. For this purpose, GEO utilizes the Tools for Success: Employment Skills workbooks from The Change Companies, which incorporate Interactive Journaling, cognitive-behavioral treatment, and motivational interviewing practices to help guide offenders through the career planning process and prepare them for the job application process. Group classes also include job readiness training, business etiquette, problem-solving skills, mock interviews, and resume preparation.
 - **KeyTrain/WorkKeys.** The KeyTrain curriculum teaches business skills and prepares offenders for the WorkKeys Certification tests. Businesses across the United States use WorkKeys Certification in their hiring and promotion decisions.

- **CIVILWorld.** CIVILWorld is an interactive, multimedia presentation that offenders work through at their own rate. The presentation focuses on teaching pro-social skills using a cognitive behavioral approach, which helps offenders confront their criminal past, understand its impact, and avoid reoffending. Offenders also participate in SKILLS, a computer and web-based program which consists of cognitive-behavioral life skills training for offenders in the criminal justice system. SKILLS aims at fostering actual application and ongoing practice of the skills at issue.

The JEEP program is flexible and allows for other curricula to be added on an as-negotiated basis, such as:

- | | |
|---|---|
| <ul style="list-style-type: none"> ○ Criminogenic Risk/Needs Assessments ○ Criminal Thinking Group ○ Anger Management Group ○ Substance Abuse Treatment | <ul style="list-style-type: none"> ○ Family Reintegration ○ Individual Cognitive Behavioral Therapy ○ Individual In-Cell Programming (for difficult-to-move inmates) |
|---|---|

Summary of Related Offerings

BI's varying service options are summarized in the following table.

| Service | Core DRC | JEEP |
|---|-------------------|-------------------|
| DRC Programming Services | | |
| Highly Trained Personnel | ✓ | ✓ |
| Assessments | ✓ | |
| Behavior Change Plans | ✓ | |
| Individual Cognitive Behavioral Therapy | ✓ | |
| Group Cognitive Behavioral Therapy | ✓ | |
| Referrals to Community Services | ✓ | |
| Discharge Planning and Aftercare | ✓ | |
| Pre-Release Planning | | ✓ |
| Community Connections | ✓ | |
| In-Person Reporting | ✓ | |
| Employment and Education Services | | ✓ |
| Resource Center with Offender Computers | | ✓ |
| Computer-Based Cognitive Behavioral Therapy | | ✓ |
| DRC Operational Details | | |
| DRC Offender Count Capacity | 50 | 50 |
| DRC Facility Provider | Customer | Customer |
| Facility Utilities/Maintenance | Customer | Customer |
| Telecommunications/Internet Access | BI | BI |
| Behavior Change Materials | BI | BI |
| Approximate Weekly Operating Hours | 45 hours (5 days) | 45 hours (5 days) |
| Staffing | | |
| ● Program Director | 1 | — |
| ● Case Manager | 1 | — |
| ● Employment Counselor | — | 1 |

NOTE: The information in this table represents a common model and reflects the pricing provided in BI's *Cost Proposal*. We will work with each individual agency to create a customized program that exactly fits the specific agency needs and goals.

3. *Provide a narrative on your acceptance and understanding of the Scope of Work and Technical Requirements as outlined in Section C of this Request for Proposal. Include how Proposer can provide a proposed solution which meets or exceeds the City's specifications for each of the following:*
- *Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS Category).*
 - *Radio Frequency/RF*
 - *Video and/or Voice Tracking/Verification*
 - *Alcohol Monitoring*
 - *Continuous Alcohol Monitoring*

BI Response:

BI can provide all categories of products and services being requested as well as a customizable array of options and related offerings that supports the full gamut of the criminal justice industry.

BI fully understands the Scope of Work and Technical Requirements as outlined in Section C of the RFP:

- **U.S. Communities Program.** This section, Tab 4, provides point-by-point responses to all requirements of RFP Section C.9. These responses are focused on the national program under U.S. Communities.
 - **City Program.** Appendix A on page 91 provides point-by-point responses to all requirements of RFP Sections C.1 through C.8. These responses are focused on the City's program requirements.
4. *Provide Proposer's specifications and capabilities for the following, including transmitter and home unit specifications, as applicable:*
- *One-Piece GPS Tracking System*
 - *Two-Piece GPS Tracking System*
 - *Active GPS Portable Tracking*
 - *Passive GPS Tracking*
 - *Radio Frequency Tracking*
 - *Voice Tracking and Voice Verification and Message Reporting System*
 - *Video and/or Voice Breath Alcohol Monitoring*
 - *Continuous Alcohol Monitoring*

BI Response:

Descriptions of BI's proposed products and services for each category are provided below. For more detailed information, please see responses in this section and in Appendix A on page 91.

GPS Tracking: BI ExacuTrack One

BI's ExacuTrack One GPS tracking unit is secured around the offender's ankle 24x7 and uses cellular triangulation, in conjunction with GPS, to provide accurate and reliable location fixes when offenders are indoors or out in the community. The ExacuTrack One uses multiple tamper detection technologies and reports any attempt to compromise the integrity of the unit to BI's central monitoring computer.

ExacuTrack One tracks offender location and movements within the community in near-real time on a continual basis. Location points are collected and transmitted to the central monitoring computer based on Agency-determined reporting frequency.

The central monitoring computer analyzes incoming data and compares location points to an offender's pre-determined inclusion zones, exclusion zones, and schedules.



BI ExacuTrack One

Tracks location and movement using GPS and cellular data for increased accuracy.

Active, Passive, and Hybrid GPS Service Plans

BI's ExacuTrack One provides the City with a comprehensive range of active, passive, and hybrid service plans to accommodate any desired GPS monitoring solution. For this program, BI is proposing both Active GPS and Passive GPS service plans utilizing the BI ExacuTrack One. Some examples of these plans include:

- **Active GPS Service Plan.** The unit collects GPS data points once per minute, transmits data to the central monitoring computer every 30 minutes, and includes zone crossing notification.
- **Passive GPS Service Plan.** The unit collects GPS data points once per minute, and transmits data to the central monitoring computer every 12 hours.

The reporting frequency of the ExacuTrack One can be changed in the TotalAccess software without requiring equipment to be switched out, and the appropriate service plans for the City's purposes can be determined through contract negotiations.

Radio Frequency Tracking: BI HomeGuard

BI's HomeGuard location monitoring system combines advanced technology with reliability for monitoring the presence of an offender at a certain place during a certain time. The HomeGuard system consists of a battery-operated transmitter worn around the offender's ankle 24x7. The transmitter sends a radio-frequency (RF) signal to a receiver in a set location, such as the offender's home, to communicate with the central monitoring computer and report the offender's compliance with the authorized schedule. The HomeGuard 200 receiver uses a telephone landline to communicate, and the HomeGuard 206 receiver uses a cellular connection.

HomeGuard offers tremendous flexibility to meet various curfew monitoring requirements. Configurable options, such as variable range and leave-window settings, unlimited schedules, and customized reporting, allow agencies to match the monitoring rules to the risk assessment of the offender.



BI HomeGuard

Combines advanced technology and superior reliability.

Voice Verification Message System: BI VoiceID

BI VoiceID, powered by AnyTrax, requires only a standard, landline telephone to verify that offenders are at home, work, school, or other agency-prescribed locations as scheduled. VoiceID verifies the offender's location by initiating outbound calls to the offender's home phone (or an alternate number such as a cell phone) and allowing offenders to make inbound calls from pre-authorized phone numbers. The system compares each check-in to a biometric voiceprint created by the offender during initial enrollment, verifying the offender's identity with a high degree of accuracy. Calls that are late, missed, or from an unauthorized telephone number are considered unsuccessful and are logged in the system. Alert notifications for unsuccessful calls are sent to agency personnel by e-mail, pager, or phone.

In-Home Breath Alcohol Testing: BI Sobrietor

BI's Sobrietor is an in-home breath alcohol testing device that offers scheduled, on-demand, and random alcohol testing for offenders. The Sobrietor summons offenders to take a breath alcohol by emitting a loud tone. Offenders repeat words issued by the Sobrietor, and the unit compares the offender's voice to a prerecorded voiceprint. This provides court admissible, biometric verification of the offender's identity. Using biometric voiceprint technology, Sobrietor ensures a 99% accuracy rate in recognizing offenders. Voice biometrics are more reliable than photo oriented solutions, and officers do not have to view an image of every offender taking test to confirm compliance.

After completing the voice verification portion of the test, the offender blows into the unit to complete the breath alcohol portion of the test. Multiple proximity sensors ensure that the offender is unable to pass the voice verification test and hand the unit to another person to complete the breath alcohol test.



Biometric Identity Verification
Sobrietor accurately identifies each offender.

Portable Breath Alcohol Testing: BI SL2

BI SL2 is a handheld breath alcohol device that allows offenders to carry the unit while in the community. The SL2 device is highly portable, and features a digital infrared camera that automatically captures a snapshot of the offender's face while performing breath alcohol tests. In addition to this snapshot, the SL2 collects a GPS point during testing, allowing agency personnel to determine the offender's location at the time of each test. All data is then transmitted in near real-time to the SOBERLINK web portal. The LCD screen on the SL2 case relays critical information, including battery life, activation activities, communication with the web portal, and equipment identifiers, such as serial numbers.

Along with BI's continuum of products, including the ExacuTrack One, HomeGuard, VoiceID, Sobrietor, and TAD devices, the SOBERLINK web portal will soon be integrated into the TotalAccess platform.



Portable Alcohol Tests
The SL2 captures GPS points during every test.

Continuous Alcohol Monitoring: BI TAD

BI's TAD provides continuous alcohol monitoring and radio frequency monitoring in a single ankle-worn waterproof device. The TAD senses alcohol through the skin to detect and report drinking events, using a proprietary algorithm that reliably distinguishes true alcohol drinking events from environmental contaminants.

In addition to alcohol monitoring, TAD incorporates BI's proven radio-frequency (RF) monitoring technology. Agencies can monitor a offender's compliance with alcohol abstinence and curfew requirements with one system, significantly reducing inventory management.

TAD downloads program and equipment data through a non-commercial RF signal used in other BI products to a BI HomeBase receiver, which relays the data to BI's central monitoring computer. The HomeBase communicates using either the offender's home phone line or a cellular connection.



BI TAD

Provides both alcohol and curfew monitoring in one system.

5. *Architecture. The Proposer shall describe how their architecture aligns with the principles and best practices. The City encourages Web-based solutions that are designed using either a 3/N-tier or Service-Oriented Architecture (SOA) approach. Proposer shall identify any elements of their design that appropriately would not meet these constraints and explain why this is so.*

BI Response:

BI employs a Service-Oriented architecture (SOA) in which our overall software system is modular. From an integration standpoint, a standard Application Programming Interface (API) design using Simple Object Access Protocol (SOAP) web service in XML format is used with TotalAccess. This capability within TA is used to interface other software components to TotalAccess—and TotalAccess to them. This standard SOAP-based approach, used extensively with other BI Customers to integrate with external systems, will allow easy integration and provide a method for adding capabilities over the life of the contract.

TotalAccess has been designed to handle scale at varying degrees of volume. The modular design to our application supports multiple processing capabilities to be run on the same infrastructure simultaneously to increase capacity. This high-availability design is employed throughout the TA architecture to handle other mission critical functions such as alert and event processing rules.

BI has taken full advantage of the industry best practice SOA architecture approach and integrated our system with numerous custom agency applications. A significant example is our integration with the U.S. Courts Probation and Pretrial Services Automated Cases Tracking System (PACTS), which is the case management system used by all federal probation offices. Other examples include our integration with the Illinois Department of Corrections (DOC) and the Colorado DOC.

In each case where we have integrated with an agency application, our web service SOA creates a unique and custom project. For each project, we work with the respective agency to define exactly what specific program and monitoring data is required, the method for its utilization, and the timing of the project delivery. Then, because each project is a discrete piece that functions as an individual service, none of the overall system is impacted by development or implementation of the project.

6. *The Proposer shall provide a diagram (or diagrams) with corresponding narrative that describes how their proposed technical solution is:*
 - *Adaptable*
 - *Available*

- *Extensible*
- *Interoperable*
- *Manageable*
- *Redundant*
- *Resilient*
- *Scalable*
- *Securable*

BI Response:



Adaptable

BI's proposed solution is entirely customizable.



Available

BI's system has maintained a 99.9% uptime over the past 12 months.



Extensible

BI's solution can grow indefinitely with the needs of each agency in the program.



Interoperable

BI's continuum of products operates under a single Internet-based management platform that is accessible from a web-enabled PC, laptop, or iPad.



Manageable

BI employs a team of dedicated technical experts that manage the system around the clock.



Redundant

All BI monitoring data is continuously replicated in real-time on BI's primary and secondary servers at our two data centers located over 1,150 miles apart.



Resilient

BI's system is comprised of highly resilient, state-of-the-art hardware and software components and platforms.



Scalable

BI's flexible architecture and scalable technology allow for unlimited expansion with exceptional ease and agility.



Securable

BI's solution includes an array of physical and virtual security measures to prevent intrusion and circumvention.



Adaptable

A significant benefit of BI's solution architecture is provided through "individual aggregation," meaning that the system is entirely customizable and adaptable to the individual preferences of each customer agency, without affecting BI's system as a whole. With this architecture, BI can customize our offerings and capabilities specifically for each agency, including the monitoring technology utilized, configuration settings, user interface, terminology, reports, and more.



Available

For a public safety program of this importance, the City—and every agency in the program—needs to reduce risk with a system that is reliable and available. BI's system has maintained a 99.9% uptime over

the last 12 months. To accomplish this availability, BI's solution includes a series of defense mechanisms to prevent system issues or loss of monitoring, including physically secure facilities, comprehensive hardware and software applications, and reserve power sources, along with an array of dedicated telecommunication lines and data communication IP priority connections.

In addition, all monitoring data is continuously replicated in real-time on BI's primary and secondary servers at our two data centers located over 1,150 miles apart. Each of our data centers includes a series of primary and secondary application servers and load-balancing applications to ensure that over 1,200 agencies and their personnel can access our system 24x7x365. In addition, both data centers include diesel generators that engage during power loss. These generators ensure continued operation indefinitely until power is restored. Finally, our data centers include dedicated T1 communication lines to ensure our units in the field are calling into our central monitoring computer without delay. In fact, BI has over 70,000 electronic monitoring units in the field which occupies only a fraction of our system's communication capacity.

Extensible

BI's solution architecture is 100% extensible, meaning the system can grow indefinitely as each agency in the program grows. There is essentially no real limit to our system capacity—our system can expand indefinitely. In addition, our team of expert software developers, information systems personnel, and product managers constantly upgrade and enhance our systems based on continual customer feedback. Our system is also capable of manageable system-wide changes, without causing disruption to agencies using the system. In addition to system-wide updates, because our system includes "individual aggregation," each agency will benefit from both system-wide enhancements as well as agency-specific enhancements. BI's team works closely with each agency to collaborate on any specific customization.

Interoperable

TotalAccess, BI's proprietary monitoring system, is an entirely Internet-based application that authorized users can access 24x7x365 from a web-enabled PC, laptop, or iPad. In addition, TotalAccess is interoperable and compatible with all standard operating systems, including current versions of Microsoft Windows. BI will also ensure TotalAccess is compatible with relevant future operating system releases. This effort ensures sustained compatibility if the City or other agencies intend to transition operating systems. TotalAccess is also compatible with many popular web browsers such as Internet Explorer. This interoperability allows BI's system to integrate with each agency's architecture without any additional software installations. BI's system is ready for your use on day one.

Manageable

BI's system includes an array of web and database servers, redundant data storage subsystems, redundant power and communications systems, environmental systems, and both physical and electronic security systems. Because BI's solution is highly complex and comprehensive, BI employs a large team of dedicated technical experts who manage the system 24x7x365. This includes information systems and technology personnel who support all hardware and software components, including server applications, databases, and all data center components; software engineers and application developers who manage the software system; and technical management, including the Chief Information Officer who is responsible for all aspects of our technology systems. These BI team members are available 24x7x365 to support and manage our systems for the agencies we serve.

Redundant

BI's system utilizes numerous redundant systems to ensure continuous operation, including redundant servers and data storage subsystems, monitoring applications, reserve power supplies, and communication carriers. All monitoring data is continuously in real-time on BI's primary and secondary

servers at our two data centers located over 1,150 miles apart. In addition, our data centers both include primary and backup reserve power supplies. If we lose power to one data center, the on-site diesel-powered generator provides electrical backup until power is restored. If our primary data center fails, all monitoring data is replicated in real-time to our backup data center. Additionally, our infrastructure includes redundant communication with separate long distance carriers and diversely routed T1 telecommunication lines at different entry points of the buildings.



Resilient

BI's solution is highly resilient and flexible to meet the needs of the City and each agency in the program. We are proposing a flexible and comprehensive monitoring system that the City can customize to its particular needs. In addition, our system includes highly resilient, state-of-the-art hardware and software components and platforms. Our systems are extremely durable and will withstand the data processing load with proven reliability throughout the life of the contract.



Scalable

BI understands that it is difficult for agencies to predict exactly how large their programs will be years in the future. That is why it is extremely important to contract with an electronic monitoring provider that provides a truly scalable solution. BI monitors over 70,000 offenders for over 1,200 agencies. With this data load, our servers process an average of 11 million transactions each day. With this capacity, BI's system can easily support the user and offender load for the entire U.S. Communities program with no adverse impact on our system capabilities. Our system's current load remains at only a fraction of total capacity. Therefore, we can support an enormous increase in the number of offenders without needing to expand. However, if the system does need to expand, BI's flexible architecture and scalable technology allows for unlimited expansion with relative ease.



Securable

BI's solution includes an array of physical and virtual security measures to prevent intrusion and circumvention. Our system is protected from unauthorized security threat through various security protocols, including intrusion detection, firewalls, antivirus protection, SSL certificates, and encryption. All users are also required to input unique, secure usernames and passwords, which are periodically changed to offer an added level of protection.

Our system also includes stringent physical security measures. Our data centers are monitored 24x7x365 by our technical personnel, and these facilities are only accessible to authorized personnel with keycard security clearance. Most BI employees cannot even access our data centers, only designate personnel. These facilities also include robust fire suppression systems, along with multiple redundant cooling systems to rigidly maintain temperature and humidity. In addition, our data centers are equipped with sensors to detect the presence of water that can cause damage. All these security measures alert our technical response team within seconds of a potential problem.

7. *Describe any additional features offered by your company for Participant Monitoring System Operation which are not specified in Section C.2.e.*

BI Response:

BI's detailed responses to Section C.2.e, "Offender Monitoring System Operation," are provided on page 105. In addition to our offerings detailed in response to Section C.2.e, BI is providing the following additional Monitoring System Operation services and features as part of our proposed solution:

- **Non-commercial frequency.** BI systems use the 314.2 MHz frequency, which is reserved strictly for noncommercial applications. This frequency allows systems to greatly reduce the possibility of receiving interference from other transmitting devices and equipment.

- **Dual antennas reduce false positive alerts.** Dual antennas provided within location tracking equipment enable 360 degree coverage. These antennas reduce false alerts, increase the accuracy of the equipment, and deliver a reliable monitoring solution.
- **Advanced Forward Link Trilateration (AFLT).** This technology enables cellular towers to assist in offender location through cellular triangulation: three cellular towers (if available) determine the tracking unit's geographical position through triangulated cellular signals. This is particularly useful for tracking offenders when they are indoors.
- **Redundant technologies.** The proposed equipment utilizes redundant systems to help ensure reliability in the criminal justice arena. The following are examples:
 - **Strap technologies.** The straps in certain systems provide fiber optic technology to prevent tampering, and in certain cases, a proximity alert is included to further prevent the strap from being removed from the offender.
 - **Multiple acquisition technologies.** Combined technologies provided by certain systems maximize tracking accuracy: RF monitoring, Autonomous GPS, Assisted GPS, and Advanced Forward Link Trilateration (AFLT). These combined technologies provide a superior level of accuracy and consistency to deliver a remarkably consistent tracking solution.

8. Please describe your company's security protocol, including but not limited to, the following:

- *General security*
- *Data protection assurance*
- *Drug and alcohol policies for Monitoring Center*
- *Facility access*
- *User access authentication and authorization*
- *System software controls Logging and reporting Records retention*
- *Audit trail*

BI Response:

General Security

BI maintains documented policies and procedures for network security, application security, data transmission, data security, and physical security. The physical protection of BI systems is a fundamental priority, and all BI personnel are familiar with the policies and procedures required to protect our physical environment. General security encompasses the full range of protective measures designed to:

- Safeguard personnel, equipment, and property
- Prevent unauthorized access, loss, theft, destruction, sabotage
- Prevent compromise of equipment, facilities, material, and information

Data Protection Assurance

Our data protection plan includes intrusion detection, which monitors and defends against known attacks, hackers and viruses. All remote access is available on a business-need basis and is obtained through encrypted VPN (Virtual Private Network) tunnels in addition to user name and password authentication. All VPN traffic is also passed through the intrusion detection appliances.

A DMZ firewall ("demilitarized zone") is an industry standard practice that isolates Internet-accessible servers from the internal network that contains program data. This helps prevent direct access to the electronic monitoring computer systems external to BI's secure environment. We have a robust firewall

configuration which handles communication between the DMZ and the internal data systems, an additional security measure meant to protect agency data from unauthorized external access.

Web architecture that consists of an Internet server is kept separate from the internal electronic monitoring computer systems. To protect Internet communications, BI uses digital certificates and the Secure Socket Layer (“SSL”) protocol, one of the most convenient and reliable means to ensure authenticated, encrypted communications between offenders and servers.

Anti-virus software on all BI servers and online PCs is updated every three hours. Antivirus processes at the server, offender, and email gateway level are in place and maintained to protect the company against the threat of viruses. BI uses multiple products to help maintain broad coverage of virus signatures. The system automatically looks for the latest virus signature updates and pulls in new signature updates to the servers every three hours.

We receive security patches from our various hardware and software vendors which are applied to each system on a priority and timely basis in accordance with the identified risk. We review and test all server patches before applying them to the live monitoring system.

Drug and Alcohol Policies for Monitoring Center

BI employees are required to undergo background and drug screening that includes pre-employment and reasonable cause testing. This screening is conducted in compliance with customer contractual obligations and company policy that provides for a drug-free workplace.

Facility Access

Both BI facilities, in Colorado and Indiana, restrict access to the facilities. In addition, access to data processing facilities and secured storage areas is restricted to authorized individuals. Our data processing centers are controlled by key card entry, and only designated personnel are authorized to access these facilities. All other individuals, including BI employees, are restricted from entering our data processing operations centers.

User Access Authentication and Authorization

BI specifically designed our monitoring system with tiered user access controls. This control methodology ensures that only authorized users are able to access the system. In addition, the system can further restrict access for specific individuals (employees, contractors, providers, and agency personnel) or individual user roles that offer data manipulation at varying tiered levels. In this manner, certain individuals or roles may only be able to view information while others may have limited data input levels or complete access to the system. These various access levels can be set for each agency. BI will work closely with the City and each agency in the program to define these user roles and access requirements.

System Software Controls Logging and Reporting Records Retention

Access to the system is strictly controlled and restricted through the roles defined for each agency. BI's Systems Administration department utilizes a series of automated systems and database checks to detect anomalies in the system, and all log data is captured to a logging server. Critical systems are contained in a limited access subnet in security controlled computer rooms.

In addition, BI tracks and documents all network activity events for our monitoring application and hardware components. BI's hardware components and software systems are equipped with complex verification checks built into the system. These verification checks include several commercial detection applications as well as BI's proprietary database code. These systems check every hour for any changes to configurations on all critical network components. All changes are captured and logged within the database and accessible to BI's System Administration department.

BI maintains a written policy on record retention and archival that dictates storage of all data—including data files, images, transactions, master files, system and source program libraries, and other records—must be retained and physically separate from production information. Our System Administrators archive

and backup this data every day using removable media, which is then stored off-site at a highly-secure facility within fire-proof safes.

Audit Trail

BI's central monitoring computer system stores all data with a historical transaction record, which includes when data was modified as well as the user who made the change. To track this information, TotalAccess includes an Audit Trail report that allows users to view when changes were made and who made the change. This report allows you to view the past history of a offender profile, device assignment, procedure, and tracking rules. BI tracks all data with date/time stamps, including the following:

- All access, activity, and system identifier of users making adds, changes, or deletes.
- All activity that causes any additions, changes, deletions.

All authorized users with assigned security-protected usernames and passwords can access the Audit Trail Report, which is available through our web-based system, TotalAccess.

9. *Describe Proposer's proposed 24 x 7 maintenance and support for this contract. Please identify the City's role in all aspects of maintenance and support.*

BI Response:

BI fully understands the importance of high-quality maintenance and support available around the clock. As a leading provider in this industry, BI delivers comprehensive support, operations, and maintenance. BI's maintenance and support infrastructure includes key components: monitoring operations, technical infrastructure support, monitoring customer service, training services, administrative support, and account management.

The agency has a vital role in this overall support process. BI's maintenance and support ideology is to provide all relevant and appropriate information to our customers. In this effort, we have the expectation that customers bring any issue to our attention for resolution. Through this methodology, we are made aware of any issues, and we are thereby enabled to begin resolution. In addition, our customers become active offenders in our first line of support leading to product maintenance and advancement.

- **Monitoring Operations.** BI's Monitoring Operations Center, located in Anderson, Indiana, is the first tier of support for the agencies we serve. Monitoring Service Specialists are physically present within the operations center 24x7x365 to provide live customer service such as offender enrollment, schedule modifications, equipment inventory, troubleshooting, offender status checks, software assistance, reports, and on-time alert notification.
- **Technical Infrastructure Support.** Our primary and secondary data center locations each include a team of Technical/Information Systems personnel for support and tactical response for our monitoring systems and infrastructure. Our automated tools and team of technicians continuously monitor our network infrastructure and server applications to ensure uninterrupted service, enhanced performance, and streamlined operations.
- **Monitoring Customer Service.** A significant advantage provided by BI is our ability to offer tiered support for high-level assistance or escalation. The BI Monitoring Customer Service (MCS) team can assist with the process of new program implementation and also support change of procedure requests. MCS representatives will work with agency personnel to establish, implement, and make any approved modifications to equipment configurations, events, alerts, and notifications.
- **Training Services.** As a part of our proposed pricing, BI has included initial training, refresher training as needed, and weekly or ad hoc training online training. BI has extensive experience developing agency-specific training, and we will provide this service as needed at no additional charge.
- **Administrative Support.** BI's Customer Business Services (CBS) department provides administrative support for equipment order placement, product servicing, and customer invoicing. CBS representatives coordinate timely shipments and returns, resolve customer billing inquiries, provide cost estimates, and status reports for returned or repaired items.

- **Account Management.** Your BI Account Management team will be responsible for providing electronic monitoring technologies and supervision services to support the electronic monitoring program. BI's Account Executives will maintain close contact with agency representatives to ensure the fulfillment of contract requirements and overall program expectations. Your BI Account Management team can also make on-site visits as necessary, conduct customized trainings, review program performance, and help make approved program changes.
10. *Provide a Statement of Work (SOW) for project management deliverables for potential transition. Include a narrative description of the work required to achieve the City's requirements as described in this RFP. Narrative should include, but not be limited to, the following:*
- *Overview: project background, purpose/objectives, anticipated benefits, software or technology products proposed, business processes impacted, and customers/end users impacted.*
 - *Detailed Scope: requirements, deliverables included in scope, deliverables not included in scope, etc.*
 - *Schedule: all milestones and major project deliverables and the planned completion date for each item.*
 - *Risk Watch List: identify, analyze/evaluate, monitor and respond to the project risks as appropriate.*
 - *Organization Chart: include defined roles and staffing plan.*
 - *Implementation Strategy and Implementation/Rollout Plan: explain Proposer's strategies for implementation/rollout.*

BI Response:

Overview

BI offers the entire proposed solution as a single provider, without using third-party monitoring centers. As described below, BI presents an overview of our planned approach, including a project background, a statement of purpose and objectives, a description of anticipated benefits, an overview of software and technology products proposed, and a description of business processes and end users impacted.

- **Project Background.** BI understands the City operates a series of electronic monitoring programs. The proven success of the City's programs help lower public safety expenses for taxpayers and increase public safety by utilizing the latest monitoring technologies and supervision strategies.

BI also understands that U.S. Communities desires to establish a cooperative contract for Offender Monitoring Products, Services, and Solutions on behalf of itself and all states, local governments, school districts, and higher education institutions in the U.S., and other governmental agencies and nonprofit organizations.
- **Purpose/Objectives.** BI has been transitioning large electronic monitoring programs for over 28 years. We are well-versed in expected deliverables and achievable deadlines to meet implementation objectives. The purpose of this implementation/transition strategy is to transition offenders from the current provider's products to BI's solutions with minimal disruption to current operations.
- **Anticipated Benefits.** BI's program and implementation plan offers significant benefits for the agency. BI offers all equipment, implementation, training, support, monitoring operations, manufacturing, and project management as a single point of contact—no subcontractors, no third-party monitoring centers. BI's fully integrated solution streamlines program operations and implementation, and provides a defined line of communication between agency stakeholders and BI. As a result, the agency will realize fast response times, increased resources to apply to alternate supervision tasks, decreased labor and administration costs, and heightened monitoring support.

In addition, as the incumbent provider of monitoring solutions for the City, BI can continue to deliver an array of benefits and advantages to the program, such as:

- Full integration is already in place. No transition is required—enabling speed and lowering cost.
 - Minimal disruption to the City; BI's proposed equipment and systems are already in use.
 - Our familiarity with the City's specific needs and our success in fulfilling those requirements are proven.
 - Our dedication has been demonstrated over the years through our performance and responsiveness.
- **Software and Technology Products Proposed.** BI offers an arsenal of equipment and surveillance software applications to assist the agency in meeting its program goals and RFP objectives. BI offers every equipment option/functional area requested as a single organization. BI offers active, passive, and hybrid GPS; landline and cellular RF monitoring systems; remote and transdermal alcohol monitoring devices; and telephone-based curfew and reporting technology that offers automated supervision for low-risk offenders.

As the founder of electronic monitoring in 1985, BI has pioneered new product development for over 28 years. BI employs over 50 in-house mechanical, electrical, and computer science engineering personnel that work every day to provide agencies with the latest technologies and advancements in tracking technology, secure data processing, and communications. In 2009, BI spent over \$3 million in research and development that resulted in breakthrough technology in the industry, including a revolutionary transdermal alcohol detection device and our latest development in GPS tracking technology. With this experience, the City can be confident in selecting BI for a long term contract where success is dependent on a company who can adapt to the evolving needs of the electronic monitoring industry.

BI will remain committed to staying abreast of technology advancements and is actively working with our technology partners to ensure that the agencies have the latest relevant technology available. In addition to our internal development efforts, BI regularly explores relationships with other EM manufacturers in an effort to add new and unique products and services to BI's technology continuum. We also investigate technologies currently in use in other markets or applications, and explore the potential for use in the criminal justice market. This focus is our dedication to providing the optimal, most effective monitoring solutions to our customers.

- **Business Processes Impacted.** BI and the agency will work closely and collaboratively to ensure all business processes affected are operating smoothly and efficiently. These affected areas include account support, monitoring operations, billing and accounts receivable, equipment management, and logistics. BI's Contract Support Team includes a hierarchical reporting structure and lines of communication to ensure all business process deliverables are accurate and timely.
- **Customer/End Users Impacted.** BI has extensive experience in managing offender monitoring projects of various sizes and scopes. With our vast experience, we understand potential risk and risk mitigation strategies involved in programs of this significance. We have an established and comprehensive management team, including a Project Manager who will be responsible for maintaining a risk management database that tracks and reports risks, controls, resolutions, and responsible parties. Through our proven risk mitigation and resolution methodologies, we will strive to ensure that the impact on the agency and end users is minimal.

Detailed Scope

The City requires a responsible provider to deliver the various products and support services for the Offender Monitoring Program. The overall offender monitoring system must be supported through 24x7x365 support and operations with defined notification procedures agreed upon between the provider and the City. As detailed throughout our proposal and within Appendix A on page 91 responding to the Scope of Work and Technical Requirements, BI describes our compliance with requirements outlined in the RFP.

Schedule

BI has extensive experience in implementing and transitioning large, complex electronic monitoring programs. Significant project planning is required for successful execution, requiring full understanding of the program objectives, obstacles, and overall direction. During such implementations, BI develops the appropriate project planning and management documents that provide schedules, work plans and breakdown structures, milestone charts, communication and training plans, as well as detailed organization and staffing plans.

In order to successfully monitor the implementation process BI will maintain ongoing, evolving schedules and work breakdown structures. These documents will continue to evolve over the life of the program to ensure that all of the program objectives are satisfied.

Please see “Implementation Strategy and Implementation/Rollout Plan” on page 23 for more information regarding BI’s transition and implementation methodology.

Risk Watch List

BI has extensive experience in managing projects of similar size and scope to the City’s program. With our vast experience, we understand potential risk and risk mitigation strategies involved in a program of this magnitude. We have an established and comprehensive management team, including a Project Manager who will be responsible for maintaining a risk management database that tracks and reports risks, controls, resolutions, and responsible parties.

BI will provide a Project Manager who will maintain a Risk Watch List database to track each risk, the response to the risk, the risk mitigation and resolution plan, the likelihood that the risk will occur, the severity of the risk, and the level of control of the risk.

During the first part of the implementation period, the BI Project Manager will work with the agency Project Manager to identify and develop a Risk Watch List that will track all of the above information. The BI Project Manager will then maintain this list and provide weekly status updates to the agency.

Organization Chart

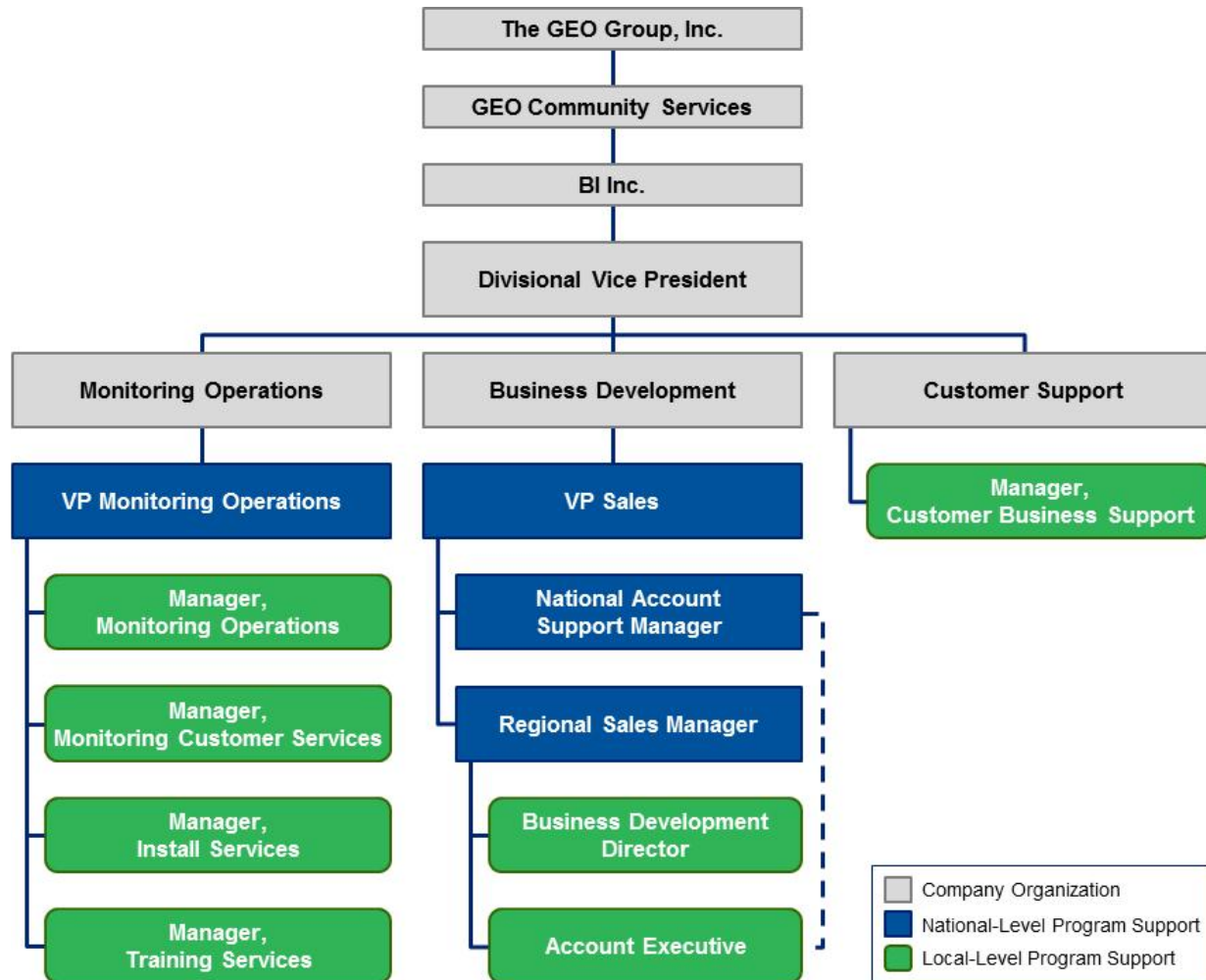
BI’s organizational chart is provided below. Each agency in the program will be supported by a BI management and operations team. BI has extensive experience working with corrections agencies and our personnel are proficient in developing, improving, and delivering electronic monitoring solutions to the corrections community. The comprehensive involvement from this team helps ensure ongoing customer satisfaction, administrative and fiscal management of the program, the assurance of BI compliance with contract requirements, and the coordination and delivery of equipment and services.

The following chart presents the organizational structure and roles of personnel who will serve the Offender Monitoring program. The “National Staffing Plan” on page 79 describes BI’s proposed staff distribution to implement and manage this contract throughout its term.

BI’s Business Development Director assigned to the agency will serve as BI’s Account Representative, familiar with the particular agency’s policies, goals and services. The Business Development Director will also serve as a liaison for all aspects of contract performance.

On a national level, BI’s National Account Support Manager will be responsible for the project management, implementation, and operational setup of new electronic monitoring systems. This role will ensure seamless implementations and transitions for agencies under the national program.

BI’s Account Executive is responsible for account support and business development on a regional level. The Account Executive provides hands-on assistance to the agency with program implementations, transitions from previous vendors to BI, as well as initial and on-going training sessions at agency sites.



Implementation Strategy and Implementation/Rollout Plan

Transitioning and implementing an offender monitoring program can be difficult and time-consuming for agencies that already have significant workloads and limited resources. To assist in this process, BI provides resources to train, monitor, and support electronic monitoring programs. BI is exceptional at quickly and effectively implementing fully functional electronic monitoring programs, on time and on budget. The following schedule is a sample implementation plan. However, BI will work with the City and any agency in the program to further customize this schedule to meet specific scheduling needs. On multiple occasions, BI has implemented programs of this size and scope within 30 days or less.

Throughout our history of providing electronic monitoring programs, BI has developed best practices for implementation, which include deploying local implementation teams, training local agency personnel on program operations, installing equipment on program offenders, supporting initial data entry, providing on-going support, and collaborating with agencies for alert notification procedures and contractual obligations. The following outline provides an overview of our proposed implementation process.

- Contract Execution.** Upon contract award, a BI representative will call or meet with your procurement representative to negotiate, finalize, and execute the contract. After all parties have reviewed and signed the contract, your dedicated BI Sales Executive and your dedicated BI Project Manager will call or meet with your Program Manager to discuss particular equipment needs, training needs, desired schedule, and program policies, such as notification procedures, equipment configurations, and protocols. During this meeting, BI and your stakeholders will confirm the details of your program goals, environment, and expectations.

- **Kick-Off Meeting and Action Items.** After a contract for the program has been executed, BI will deploy the implementation team dedicated to the successful implementation of the program. BI will hold a kick-off meeting with agency representatives to finalize a formal implementation plan that fulfills all program expectations. Team members will include Executives assigned to Account Management, Project Managers, Monitoring Center Management, Account Support Specialists, and Training Department Representatives. BI's implementation team will meet with agency representatives to review key contract conditions and define specific implementation steps, develop policies and procedures, and determine equipment demand and delivery.

After finalizing the implementation plan, the team will disseminate action items for BI's Training Department, monitoring operations and customer support, and shipping. To ensure implementation timeliness, the BI team will meet with agency representatives to refine our understanding of expectations, review the projected timeline, and determine milestones and next steps in the process.

- **Training Implementation.** BI will provide on-site training as necessary for the particular agency. Training includes initial hands-on instruction on BI equipment and our monitoring software. During the implementation meeting, BI will work with the agency to define training location(s), numbers of personnel to receive training, and numbers of sessions. Training typically occurs each business day (Monday through Friday), and each training session will last approximately four hours and include hands-on software and equipment training.
- **Equipment Assembly and Delivery.** BI's Manufacturing Department assembles units based on demand and forecasting. This is an on-going process during the implementation timeline and completed concurrently with the other stages in the process. BI will deliver equipment in phased shipments until all equipment arrives within the designated timeframe. All equipment will be delivered to the designated agency sites prior to transition of any existing equipment. Once equipment is delivered, BI's implementation team and designated agency personnel will work to transition offenders to BI equipment.
- **Equipment Transition Process.** During this phase of the process, BI will ship and deliver all equipment to the designated agency location(s). BI's Implementation Team and your local inventory personnel will receive, document, inventory, and assign equipment to each offender. BI's implementation team will then begin transitioning any previous vendor's equipment to BI's equipment. Offenders identified for transition will report to their designated office(s) on the predetermined date(s) for equipment installations.

To account for any complexities involved with the transition for any particular agency, BI will provide adequate resources to the implementation team. In order to move the transition as quickly as possible, BI will assemble the appropriately sized transition team to complete the necessary equipment transitions. The BI team members will include Account Support Representatives and seasoned Monitoring Specialists with extensive experience conducting offender transitions.

Each transition team will visit the agency office(s) to coordinate offender installation schedules. The transition team will spend the designated number of days at each agency office to complete the transition. The transition schedule also includes time to address offenders who are unable to report to the designated agency office on the scheduled day. Equipment transition at each agency office represents the ideal situation to streamline the transition process. However, if the agency cannot facilitate offenders reporting to agency offices, BI may report to each offender's residence to conduct the installation. However, this adds additional time to the implementation process.

11. *Discuss the Proposer's degree of accuracy and how it validates Voice Tracking and Voice Verification. Include its accuracy percentage.*

BI Response:

BI VoiceID, powered by AnyTrax, implements "voice verification" technology that is capable of discriminating among a variety of physiological characteristics of the speaker's vocal tract. BI VoiceID uses this approach to compare the voice of the caller to the stored voiceprint obtained during enrollment.

After the initial voice print enrollment, BI VoiceID uses automatic “continuous adaptation” that updates and refines the baseline voice print with additional voice samples from subsequent check-ins during which the identity of the offender is determined at a high confidence level. Voice verification systems that do not incorporate “continuous adaptation” will require the offender to periodically record a new voice print to be able to continue to recognize that offender accurately.

BI VoiceID compensates for “channel mismatch,” allowing the offender to make an initial voice print in one location (typically in a government office on a high quality digital line) and then transmit from their home location (possible a lower quality analog line). Voice verification systems that are not able to compensate for “channel mismatch” typically require the offender’s voice print to be recorded in the location where the offender will be monitored.

BI VoiceID is designed to minimize the success of an imposter checking in for an offender, and alerts are generated when caller identity cannot be verified. BI VoiceID is designed to detect imposters with 99% accuracy. Approximately 3 to 5% of initial check-ins result in exceptions that require follow-up analysis; however, after an offender has called in successfully several times, the automatic continuous adaptation typically reduces this to below 1%.

12. *Describe the acceptable operating environment and any limitations imposed on the system due to external electrical or radio fields.*

BI Response:

BI’s electrical and mechanical engineers understand the importance of a secure operating environment when monitoring offenders in our communities. For this reason, we design all our equipment to minimize or prevent interference from foreign electrical transmissions or radio fields. For example, our radio frequency (RF) transmitters and receivers include features to prevent signal duplication and interference, including dual antennas, non-commercial frequencies, unique signal encryption, and random signaling.

Technology/Equipment (C.9.b.)

1. *Describe and provide any product and service warranties which are not already specified in Section C of this RFP.*

BI Response:

Product and service warranties for BI’s proposed products are provided in Appendix B on page 157.

2. *Describe your policy for testing and re-certifying equipment.*

BI Response:

Before new or replacement units are delivered, the Equipment Service Department upgrades units to the latest revision level to ensure quality, reliability, and latest technology.

Four-Step Inspection Process

BI’s product manufacturing process ensures that our products are top-quality, and that customers receive functional equipment. We deliver equipment on-time and maintain less than 1% defective returns. The delivery of high quality products is maintained through four separate inspection activities.

- **Incoming Materials.** BI scrutinizes all product components through a raw material inventory system that records information about our suppliers. We review quality, on-time delivery, and quantity for each delivery during the month. Our Purchasing Department rates suppliers in order to predict future quality performance.

In order to track the reliability of the raw materials used in product manufacturing, BI utilizes a material inventory system. This system records important data about material suppliers, including quality, delivery times and quantity of materials. This data is regularly audited by purchasing personnel to ensure BI products are made from the best materials.

- **In Line Testing.** After verifying that every component used in our products is of high quality, BI utilizes an electronic traveler database to track the manufacturing process. This ensures that no operations are omitted and are performed in the proper sequence. Additionally, physical quality control checks occur at every manufacturing station.

The electronic traveler database records individual Operator activities, including the date/time an operation was performed. This data is collected daily and regular reviews of the traveler database exposes problems in the manufacturing process as early as possible.

- **Final Inspection.** After the manufacturing process is complete, Operators verify that every finished product complies with all requirements. This information is collected in a Final Inspection Report. Management personnel review all defective returns in correlation with the Final Inspection Report to determine the reason for the error and perform any corrective actions, when necessary.
- **Third Party Audits.** BI has third party equipment audits twice each month. During these audits, the inspector pulls random equipment samples to verify several factors, including: functionality, accurate firmware version, correct packaging and the inclusion of all necessary components.

If the auditor identifies an error, the issue is escalated to management. A Corrective Action Plan is created and entered into the Corrective Action database. The Quality Manager then is able to track the Corrective Action Plan to ensure that the results of the action are effective in eliminating any issues.

3. *Provide instructions on how participants clean equipment and how the City should clean and sanitize equipment between participants.*

BI Response:

All of BI's proposed devices are designed to be reused in the field. In fact, certain product components are designed to be single-use for purposes of functionality, tamper methodologies, etc.

NOTE: Any agency may return units to BI if they prefer not to clean and sanitize equipment themselves between offenders.

ExacuTrack One Cleaning and Sanitization

After removing the ExacuTrack One from the offender's ankle, agency personnel should clean the tracking unit and buckle by wiping the unit with Lysol or Sporidicin, using a soft cloth.

HomeGuard 200 and 206 Cleaning and Sanitization

Agency personnel should thoroughly clean the HomeGuard transmitter before placing a used unit on a new offender. Sanitization activities include:

- Remove the latches and strap from the unit and discard. Retain the clamp and rail assemblies.
- With the battery still inside the transmitter, wash the body and side rails with a soft brush and Lysol.

GroupGuard Cleaning and Sanitization

Clean and sanitize the GroupGuard equipment in the same manner as the HomeGuard equipment.

Sobriotor Cleaning and Sanitization

Two new mouthpieces are issued with each Sobriotor. Offenders should wash the mouthpieces with dishwashing liquid and water or place them in the dishwasher silverware basket. The mouthpiece and the two sound holes below the mouthpiece tend to collect debris and should be regularly checked for blockage and cleanliness.

Clean the Sobrietor unit and the Distribution Box using a soft cloth and any non-abrasive cleaner that does not destroy plastic. The handset should be cleaned with hospital foam disinfectant, a solution of bleach and water, or alcohol swabs.

SL2 Cleaning and Sanitization

The SL2 comes with five reusable mouth pieces. These mouth pieces can be discarded, or washed by hand or in a dishwasher.

TAD Cleaning and Sanitization

1. After removing the unit from the offender's ankle, remove the Alcohol Detection Module (ADM) filter by lifting one side of the filter until it detaches from the ADM. Discard the filter.
2. Attach an ADM stopper to the unit. The ADM stopper prevents contamination and minimizes evaporation of the recharge solution.
3. Remove the battery.
4. Spray the entire unit, including the straps and buckle, with Sporicidin disinfectant, and let the unit stand for five minutes. If necessary, use a small brush to remove any debris.
5. Rinse the unit in tap water, and let air dry.

4. *Please provide a list and description of all of the standard reports available to the City and Participating Public Agencies. Additionally, what are Proposer's capabilities to provide customized reports?*

BI Response:

NOTE: A complete listing of TotalAccess standard reports is provided in response to "Standardized Reports" on page 153.

Customized Reports

TotalAccess provides comprehensive, customizable reporting capabilities, including:

- The ability to generate pre-formatted reports
- Web accessible software that can be accessed via a web-enabled PC, laptop, or iPad
- Summaries of offender movement within the community
- Updates to offender information and equipment status in real time
- Ad-hoc reporting capability that allows users to query, sort, and filter data
- Reports are readable on screen
- The ability to export reports to Microsoft Excel, Microsoft Word, and PDF formats

Additionally, TotalAccess includes numerous, pre-defined reports for frequently needed information. Users can run these reports at any time, or schedule reports for automatic delivery via email or fax at specified intervals. The main report categories include:

- **Activity reports** provide information about offender movement, alerts and events, and equipment status such as battery charge level. Examples include:
 - *The Alert Detail Report* provides history of alert notification queried by Customer, Agency, Officer, Offender, for a specified time-frame, by Action date, Action, Result, Comment, and Destination.
 - *The Compressed Summary Report* lists all offender alerts during a specified time period by Offender ID, Offender Name, Date Event Received, Date Event Occurred, Equipment Number, Event Description, Event time, and Event received time, and if the Event was an Alert.

- *The Zone by Zone Report* displays events and alerts associated with entering and leaving zones, rules, schedule history, and offender movement for the specified time period.
- **Administrative reports** provide summaries and snapshots of program data at a specific point in time. Examples include:
 - *The Agency System Utilization Report* displays the Agency equipment list by Equipment ID, Agency Owned, Status (active, inactive, or enrolled), Case ID, Offender Name, End Date, Officer Name, Officer ID, and associated equipment IDs.
 - *The Device Current Usage Report* records the total number of days monitored during the current month by offender. Includes Case ID, Serial Number, Device Type, Start monitoring date, and End monitoring date.
 - *The Monthly Equipment Summary Report* displays equipment totals by type, Date, number of Installs, number of Disconnects, number of Active Units and number of Active Offenders by Equipment type by Officer. Includes officer and agency totals by Installs, Disconnects, Units Used and Offenders.
- **Offender information reports** help personnel manage individual offenders and their caseloads. Examples include:
 - *The Caseload at a Glance Report* summarizes Agency's caseload by Active Offenders, Offenders with Open Alerts, Open Alerts, and Alerts within last 24 hours.
 - *The Offender Inactivation by Date Report* lists offenders inactivated by officer, Offender Name, Case ID, Inactivate Date and Device Assigned within a specified time period.
 - *The Offender List Report* lists active offenders by Customer, Agency, Officer, Offender Name, Case Number, Address, Home phone number, and Mobile number.

Ad-Hoc Reporting Capabilities

In addition to the reports described above, users can customize reports with TotalAccess ad-hoc reporting capability by:

- Selecting fields for the report
 - Grouping, sorting and filtering data
 - Applying various formatting styles
 - Viewing, downloading, and scheduling custom reports for delivery by email or fax
- Automatic delivery is configured through TotalAccess; the software sends the customized report to the user's email inbox at a specified time on a specified date
- Exporting both pre-defined and custom reports as PDFs, Word documents, or Excel spreadsheets (which users can then sort by any field)

Most reports take less than a minute to run, and users can save reports to a hard drive or email them with the click of a button.

5. *What is your strategy for refreshing technology at no additional cost as technology improves?*

BI Response:

BI invests millions of dollars annually to further develop and refresh our hardware and software offering. As a result, BI provides customers with responsive and comprehensive support as well as industry-leading technology advancements at no additional cost.

BI updates new and returned equipment to the most current functional revision level. For example, BI has released three ExacuTrack One firmware upgrades, adding enhanced features and functionality, and

made additional improvements to ExacuTrack One hardware, including revised batteries, buckles, and straps. BI always ships equipment with the most current hardware and firmware.

The BI TotalAccess monitoring application provides complete caseload management for BI's continuum of electronic monitoring products, including GPS, RF, Voice Verification, and Alcohol Monitoring. Software engineers provide software updates to TotalAccess every 4 to 5 weeks at no charge to customers. Examples of TotalAccess improvements in the last year include but are not limited to:

- Offender Stops Report added that identifies when an offender stops at a location for a period of time, helping agencies identify offender behavior patterns throughout the day
- Must Leave Schedules added that enable agencies to schedule periods of time when offenders must leave the residence, such as a juvenile scheduled to go to school
- Group Monitoring Unit developed to monitor up to 75 individuals with one receiver, ideal for group homes or halfway houses
- Enhanced notification events developed to properly inactivate, reactivate, suspend, and/or set up a offender
- Enhanced notification events developed so that a single tamper is not overlooked; enhanced location zones to more precisely schedule when an offender must remain in or be permitted to leave an area
- Ongoing improvements to TotalAccess system security and all offender data

Another example of our commitment to refreshed technology is our use of Bing mapping software for our tracking capabilities. Bing has recently completed a two-year project to dramatically improve the clarity and accuracy of its aerial mapping data. In June of 2013, Microsoft announced that Bing would be incorporating a collection of updates including nearly 270 terabytes of Bird's Eye imagery.

Bird's Eye imagery is captured at a 45-degree angle from low-flying aircraft. This imagery gives the viewer a better sense of depth for buildings, mountains, and other geography. Although these views are available only in certain locations, Bing Maps has published over 1.4 million square miles of Bird's Eye scenes from around the globe.

By utilizing multiple imaging resources, Bing Maps has greatly enhanced mapping quality that is consistent across the entire United States. The end goal of the project is to cover the entire world with these extraordinarily accurate images. Additionally in Bing Maps, each square foot of ground space is associated with an exact coordinate and is represented by one visual pixel on the map.

In summary, BI is dedicated to continually refreshing and improving our offerings. With millions of dollars committed annually to the ongoing development of advanced hardware and software, BI stays current with relevant technology and ensures that we provide optimal solutions to our customers.

6. *Describe the various access levels in your computer system? Do you offer read only access?*

BI Response:

TotalAccess provides the Agency with multiple layers of control over who can access and alter data, including three levels of editing access, and one level for read-only users.

- **Agency Administrator** edits the Agency profile, as necessary, after initial setup. Agency Administrator access allows the following tasks:
 - Initial officer setup
 - Initial set up and Agency level settings, such as Master Inclusion zones and group zones
 - Monitor and manage inventory: an Agency Administrator can view the agency's equipment inventory and transfer equipment to various departments within the agency
 - Set up and manage contact lists
 - Enter and manage users
 - Set Agency default settings for alert notifications
 - Transfer offenders to specific departments and/or officers

- Enter login, personal, and contact information for each officer
- **Officer Level User** allows the following tasks:
 - Set up offenders
 - Monitor offenders
 - Create offender level zones and schedules
 - Configure individual defaults according to the officer's profile
- **Officer Read Only User** allows the following tasks:
 - Access and view program and offender data
 - Cannot alter information in the system

Authorized Agency personnel can run the User Login Log report at any time, which provides information about attempts to access the software by User Name, Attempt Date/Time, Successful, Logout Date/Time and Login Duration.

7. *Describe the battery replacement procedures for the technologies offered.*

BI Response:

BI's ExacuTrack One, HomeGuard Transmitter, and TAD are all equipped with field-replaceable batteries. The transmitter batteries will last with continuous use for the following durations before they must be replaced:

- ExacuTrack One ... 3 years
- HomeGuard 1 year
- TAD..... 6 months

All other batteries are replaced in BI's manufacturing center. As a best practice, BI recommends that all electronic monitoring equipment be returned to the manufacturer a minimum of every three years.

8. *Describe the motion detection system used in the bracelets. (C.3.a)*

BI Response:

ExacuTrack One Motion Detection System

BI's ExacuTrack One is equipped with a motion detection sensor that records the amount of time the device is stationary. If the ExacuTrack One is stationary for a duration that exceeds the agency-configured Max No Motion parameter, it will store and transmit a time-stamped No Motion event to the central monitoring computer. Once the device begins moving again, a time-stamped Tracker Moving message is sent to the central monitoring computer.

TAD Motion Detection System

The TAD continuous alcohol monitoring bracelet is also equipped with a motion detection sensor that records the amount of time the device is stationary. If the TAD is stationary for longer than the agency-configured maximum amount of stationary time, a TAD No Motion message is sent to the central monitoring computer. Once moving again, the device transmits a TAD Moving message.

HomeGuard Motion Detection System

BI's HomeGuard transmitters are equipped with various sensors to detect whether the transmitter is properly installed on the offender's leg. The HomeGuard 206 receiver is equipped with motion detection sensors. If the offender attempts to move the receiver from its original installed location, the receiver sends a Receiver Motion Event alert to the central monitoring computer. This helps ensure that the transmitter is not moved to an unauthorized location.

9. List charging time frames for all technologies offered.

BI Response:

ExacuTrack One Charging Time

The ExacuTrack One transmitter battery can be recharged within 1 to 1.5 hours from a low charge state, and on average takes 1.5 to 2 hours to recharge from a fully depleted state. With a beacon present, a fully depleted battery will recharge in 1 hour or less. The ExacuTrack One emits a tone and voice message that notifies the offender when the battery is low, helping minimize the amount of time offenders spend recharging the tracker.

HomeGuard Charging Time

The HomeGuard receiver battery takes approximately 12 hours to recharge from a fully depleted state. The receiver also indicates when the battery is charged. This capability benefits both offenders and officers by requiring no schedules to be set to charge the battery.

SL2 Charging Time

The SL2 battery life depends on the frequency of testing. The device will function for 5 days with regular testing, or for 2 weeks when not in active use.

10. Describe any equipment you can offer for field workers to verify the location of Participants.

BI Response:

ExacuTrack One In-Field Location Verification

The ExacuTrack One allows agency personnel to locate (“ping”) offenders manually by sending a request to the tracker that asks for both a current GPS point as well as all stored data that has not yet been uploaded to the central monitoring computer. This on-demand request can be performed at any time through the web-based TotalAccess software platform, any number of times, at no additional cost.

Field personnel can then login to the TotalAccess software application through a number of mobile devices to view near real time offender location data.

HomeGuard In-Field Location Verification

The Drive-BI is a handheld unit that can detect HomeGuard transmitter signals in the field. The Drive-BI can detect transmitter signals at a range of approximately 300 feet when used in conjunction with BI provided car antennas.

TotalAccess In-Field Mobile Availability

BI’s TotalAccess is a fast, comprehensive and easy-to-use software application that supports BI’s continuum of electronic monitoring equipment, including radio-frequency, GPS, and alcohol monitoring. Authorized City personnel have 24x7x365 access to all offender monitoring data via BI TotalAccess.

As a completely web-based system, authorized personnel can securely access this software system 24x7x365 via a web-enabled PC, laptop, or iPad.

To ensure that internet communications are secure, BI uses digital certificates and the Secure Socket Layer (SSL) protocol, the most convenient and reliable means to ensure authenticated, encrypted communications between offenders and servers.

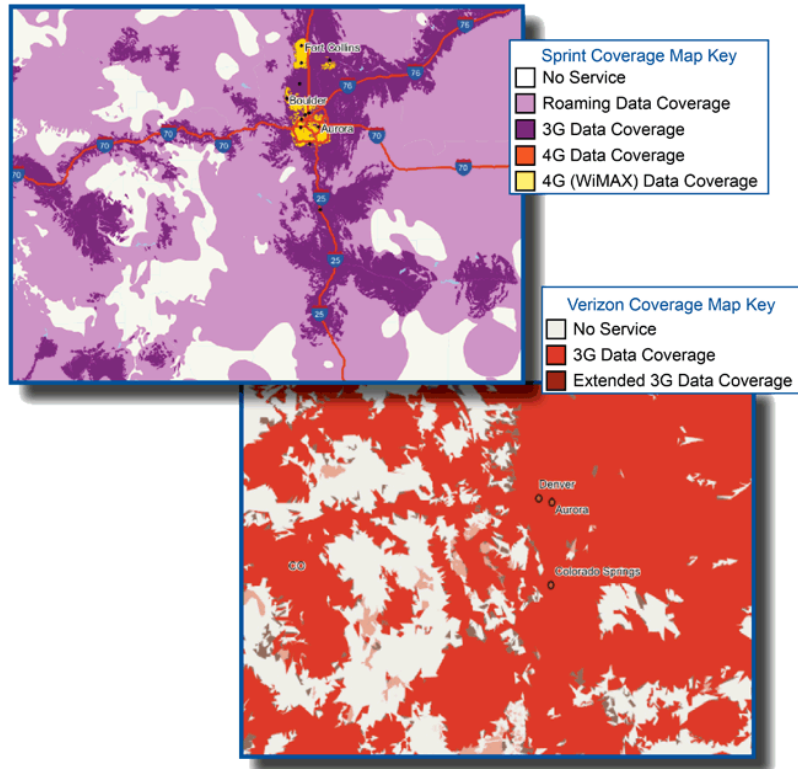
11. Please provide a list of cell providers used for the various equipment in Denver.

BI Response:

BI field equipment communicates with the central monitoring computer through the CDMA network, which includes Verizon, Sprint, and 30 additional carriers. All of BI's cellular equipment is supported by this network, including the ExacuTrack One, HomeGuard 206, and GroupGuard Cellular.

BI has chosen the CDMA network due to the demonstrated reliability with widespread coverage for our hundreds of programs nationwide. All agencies within the U.S. Communities program can be assured optimal coverage and support for offender monitoring.

With extensive coverage in Colorado between our two primary carriers—Verizon and Sprint—and with 30 additional partners, BI's cellular network offers reliable support for the City's monitoring program.



12. Discuss any ability for crime correlation in the software system you offer?

BI Response:

Availability

BI has offered crime scene correlation, or matching, for an individual or all of an agency's offenders through our Point-in-Time Tool since 2008. Fully automated crime scene correlation is presently available through the BI TotalAccess monitoring platform. Additional enhanced crime scene mapping features will be included in the near future. Our correlation offering enables the following capabilities:

- Enhanced offender accountability by giving supervision officers a tool to supplement periodic checks
- Increased ability to report suspected violations more quickly
- Build solid relationships with local law enforcement by sharing appropriate crime information to help them develop and investigate viable suspects

How the System Works

Crime data from law enforcement agencies or crime data aggregators is secured and mapped to the following broad categories:

- Crimes against Persons
- Sex Crimes
- Property/Financial Crimes
- Drug/Alcohol
- Weapons Crimes
- Traffic Crimes/Incidents
- Miscellaneous

The crime data is then compared against TotalAccess GPS tracking points to determine whether a monitored offender was in proximity (temporal and geospatial) to a reported crime location. Both the distance from the crime location and the time-span for the event (e.g., 10 minutes before and after the crime) is configurable at the agency level in TotalAccess.

If a data intersection, or “hit,” occurs, based on the agency’s parameters, an event is triggered and placed into TotalAccess as a notification. The notification includes both the receive time and the time the event was processed by TotalAccess. This event is configurable as an alert with escalation procedures.

The following additional information is included in TotalAccess with each alert:

- Reporting Law Enforcement Agency
- Crime Type
- Crime Location
- Radius of the Match
- Number of points in the matched area
- An enhanced map to provide a view of detailed crime “hit” data

A planned future enhancement includes the ability to launch a map prepopulated with the matched points and the location of the crime. The officer will be able to hover over any GPS point in the map to open a window that will provide more detailed data, a link to find the closest address, and a link to display the crime data.

Agency Reporting

Officers are currently able to run and schedule offender, officer, and agency level reports showing crime scene correlation data. Officers can also set up future scheduled reports.

What the Agency Needs to Get Started

Local law enforcement agencies must have automated in-house capabilities to collect and export crime location information. The agency should confirm which crime data capabilities are provided by local law enforcement and be prepared to forward that information to BI for use by the system.

NOTE: Some law enforcement agencies contract with data aggregators who charge fees for access to the crime data they collect. If an agency is unable to secure agreements for BI to receive data directly from the law enforcement agency, we may need to develop agreements with multiple aggregators to gain access to the data. This could impact the daily rate price.

13. Discuss how your proposed solution utilizes mobile (iPad/Tablet) device access? If so, please describe the application and the security utilized.

BI Response:

A fast, comprehensive and easy-to-use software application, TotalAccess supports BI's continuum of electronic monitoring equipment, including radio-frequency, GPS, and alcohol monitoring. Authorized City personnel have 24x7x365 access to all offender monitoring data via BI TotalAccess.

As a completely web-based system, authorized personnel can securely access this software system 24x7x365 via a web-enabled PC, laptop, or iPad.

To ensure that internet communications are secure, BI uses digital certificates and the Secure Socket Layer (SSL) protocol, the most convenient and reliable means to ensure authenticated, encrypted communications between offenders and servers.



BI TotalAccess Mobile Application

Perform many tasks remotely, including viewing information, one-touch alert closing, and manually closing alerts.

14. Detail your proposed solutions ability to accommodate Trunk Lines?

BI Response:

BI has both telephone service provider and component diversity. Two separate long distance carriers provide redundant phone line paths for equipment calls into the Boulder corporate office. All phone lines and data paths into the building are brought in via fiber and copper at different entry points, providing last mile redundancy. Multiple, diversely routed T1s connect the Monitoring Operations center and Boulder corporate office, providing large bandwidth for data connectivity.

15. Discuss your solutions' ability to cover multiple RF transmitters in group situations, such as, jails, motels, treatment facilities, shelters, dorms, etc.? Does this unit have a cell capability? Please detail this capability and include any limitations or benefits that have been identified using the cell phone option.

BI Response:

BI's GroupGuard is designed to monitor multiple RF transmitters in group situations, and is equipped with cellular capabilities. A single GroupGuard receiver is able to monitor up to 75 HomeGuard transmitters at a time, is fully integrated with BI's TotalAccess monitoring software, and is available in both landline and cellular models.

The GroupGuard Cellular receiver communicates with the central monitoring computer over the CDMA network, utilizing Verizon, Sprint, and 30 additional carriers to help ensure comprehensive cellular coverage. To compensate for the lack of landline location verification capabilities, the GroupGuard Cellular is equipped with motion detection technology. If the GroupGuard Cellular is moved from its original installed location, the receiver promptly sends a Receiver Motion Event alert to the central monitoring computer.

16. Does the system offer the ability to set and dispatch reminder calls? If so, please describe the types of calls offered and the entry requirements. Detail how this proposed solution has been used successfully.

BI Response:

The TotalAccess software offers the ability for officers to send reminder notifications to the offender which include: call your officer now, low battery recharge unit, please pay your fees immediately, remember your appointment, report to office immediately. These notifications are offered in English and Spanish. TotalAccess can send alert notifications and escalate alerts to multiple individuals multiple times. Users can delay reminder notifications within the TotalAccess software platform as well.

17. Does the online system proposed offer the ability to track payment information and case files on an individual participant basis?

BI Response:

For an offender self-pay program, BI's online system provides the ability to track and view payment information for an individual offender. BI has broad experience with this type of program.

For example, BI has provided electronic monitoring equipment and services for offenders under the Administrative Office of the United States Courts since 1992. BI currently provides products and services to over 5,200 offenders in 84 Federal Judicial Districts throughout the U.S. and its territories. The vast majority of those offenders are under self-pay programs within the various districts.

Regardless of whether the program is for self-pay, BI's online system provides case file information to authorized users for offender monitoring. As described in this proposal, various monitoring case file information is provided in BI's online system for every offender enrolled in the monitoring program.

18. Does the online system provide for payment processing services such as credit card processing? Is it PCI compliant? Please discuss the process and the security incorporated in it? Also the City may just want the ability to use the system as a payment tracking system – discuss this usability and the benefits/liabilities involved in it.

BI Response:

BI accepts payment via paper check, credit card (Visa or MasterCard), or Automated Clearing House (ACH; our preferred method).

For an offender self-pay program, BI offers each offender the ability to go online and make a credit card payment on his or her individual account. The system is PCI Compliant. Each offender must register his or her account online after having received a paper invoice in the mail: the offender needs an invoice number to validate his or her account during the registration process. The offender would have a secure login and password to access his or her account.

For an offender self-pay program, each agency's monthly bill would include a offender roster listing all payments received from individual offenders during the month. This roster would also be available in TotalAccess.

19. Please describe the Lease/Rental/Ownership relationships proposed in the service plans being offered. Detail the benefits/liabilities of each plan for the consideration of the City and other Participating Public Agencies.

BI Response:

BI can provide diverse procurement methods for agencies. BI is offering a rental relationship for this program. BI can also provide a purchase relationship.

A rental relationship presents arguably the easiest way to implement a contract such as the Offender Monitoring program. The agency can quickly and easily identify the equipment and parameters of the program with a corresponding daily rate to be charged to offenders in the program. In addition, the rental relationship can include spare equipment as well as lost and damaged equipment ratios, which can be adjusted dynamically as needed.

A purchase agreement is traditionally more cost effective over the life of the program (3 to 5 years). This relationship does require an up-front capital expense to procure the required equipment for the program. Agencies may take advantage of grant funds or other funding sources, or a rental agreement, to reduce or eliminate equipment costs.

For the provision of this proposal, BI presents a rental agreement that includes all equipment and services for a daily rental rate.

20. Describe any mapping functions available on Proposer's proposed equipment solution. How accurate or detailed is this function? Also detail how this function may be incorporated in the reporting being proposed.

BI Response:

Users can run, view, and print TotalAccess interactive mapping reports on demand. TotalAccess provides feature rich mapping capabilities including:

- Clicking to re-center the map
- Detailed zooming functionality
- Panning north, south, east, and west
- Customizing the type of view displayed on each map, including standard roadmap, aerial view, or automatic, which allows the system to automatically switch to the best viewing style as the user zooms in and out of the map.

Highly Detailed Maps

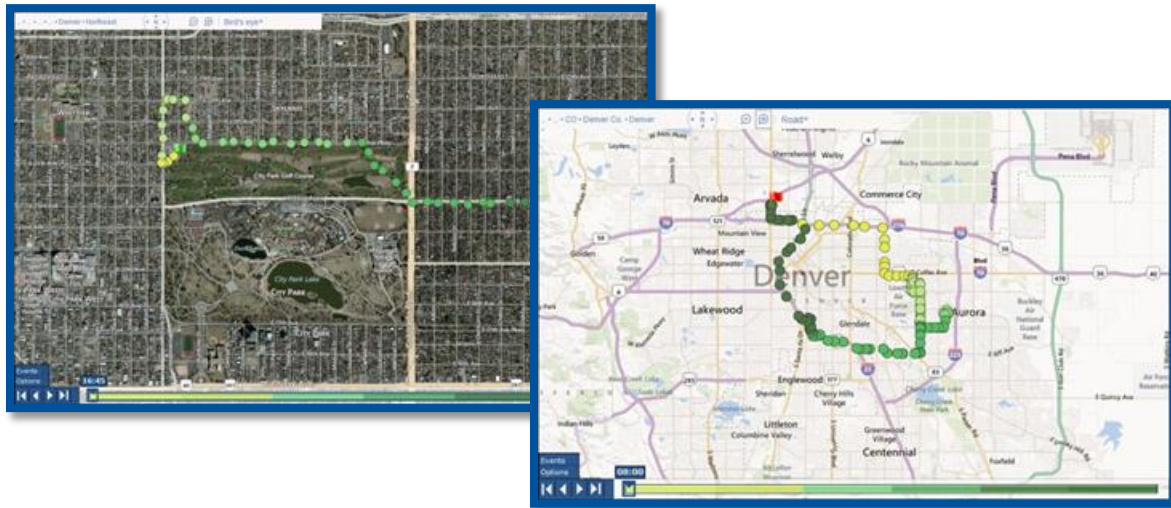
BI's proposed solution utilizes Bing mapping software. Bing has recently completed a two-year project to dramatically improve the clarity and accuracy of its aerial mapping data. In June of 2013, Microsoft announced that Bing would be incorporating a collection of updates including nearly 270 terabytes of Bird's Eye imagery captured from low-flying aircraft. This imagery gives the viewer a sense of depth for buildings, mountains, and other geography. Although these views are available only in certain locations, Bing Maps has published over 1.4 million square miles of Bird's Eye scenes from around the globe.

By utilizing multiple imaging resources, Bing Maps has greatly enhanced mapping quality that is consistent across the entire United States. The end goal of the project is to cover the entire world with these extraordinarily accurate images. Additionally in Bing Maps, each square foot of ground space is associated with an exact coordinate and is represented by one visual pixel on the map.

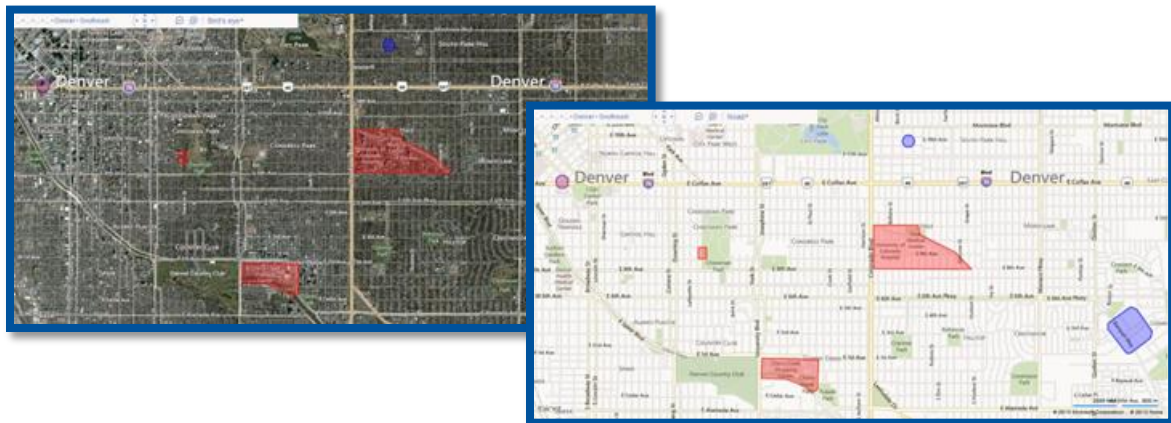
Sample Maps

The following are sample maps from that show various capabilities for tracking and viewing data within our system.

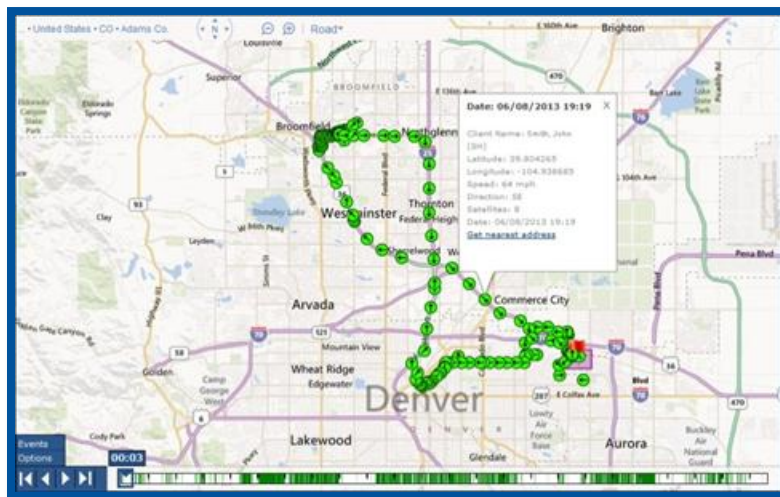
Tracking in Aerial and Road Views



Zones in Aerial and Road Views



Additional Detailed Information



Alcohol Monitoring (C.9.c.)

1. Describe in detail the proposed monitoring software as it relates to the capabilities for Breath Alcohol Monitoring.

BI Response:

BI is offering two breath alcohol testing solutions. The BI Sobriotor is an in-home breath alcohol testing device, and the SL2 is a mobile breath alcohol testing device. These two solutions provide agencies with flexible alcohol monitoring technologies to comprehensively meet electronic monitoring objectives.

Sobriotor: In-Home Breath Alcohol Testing Device

The BI Sobriotor is an in-home breath alcohol content (BrAC) testing device that offers scheduled, on-demand, and random BrAC testing for offenders. Sobriotor provides flexible and customizable testing schedules, audio prompts to aid in offender compliance, and biometric voice identification coupled with proximity sensors to help detect offender compliance. All program and equipment data collected by the Sobriotor is communicated to the central monitoring computer through a landline connection.

- **In-Home Breath Alcohol Tests.** Sobriotor provides an alcohol testing solution that offenders use within their home. Once the Sobriotor summons the offender to take the test a voice verification test is given to confirm the offender's identity. By using proximity sensors, the unit detects that the person performing the test is the monitored offender. The offender blows hard into the Sobriotor so the device receives a deep lung breath sample for analysis. The unit measures BrAC, which is positively correlated with Blood Alcohol Content (BAC). The Sobriotor communicates all program data to the central monitoring computer.
- **Biometrics Ensure Accurate Offender Identification.** Using biometric voiceprint technology, Sobriotor ensures a significantly high degree of accuracy rate in recognizing offenders. Voice biometrics very reliable, and officers do not have to view and compare every alcohol test image to confirm offender compliance.
- **Proximity Verification.** When Sobriotor is positioned around the mouth, multiple proximity sensors register the presence of the face. If the offender removes the Sobriotor from the face at any time during the testing process, the test will be reported as a mask failure. This prevents the offender from passing the voice verification test and then handing the Sobriotor to someone else.
- **12-hour Backup Battery.** Sobriotor is equipped with both a 12-hour backup battery, which allows the device to maintain full functionality in the event of power outages. Additionally, the Sobriotor has non-volatile memory that stores up to 16 events to ensure program data is not lost in the event of a power outage or if the connection to the central monitoring computer is interrupted.
- **Integration with HomeGuard RF Receiver.** Sobriotor is compatible with both the HomeGuard 200 and 206 receivers to provide integrated landline or cellular curfew monitoring. In situations where the HomeGuard system is unnecessary, Sobriotor plugs directly into a home phone line.

SL2: Mobile Breath Alcohol Testing Device

SL2 is a mobile alcohol monitoring device that enables offenders to carry the unit while in the community. Highly portable, the SL2 collects a GPS point of the offender's location, along with a snapshot of the offender, while performing each breath test. All offender data is communicated in near real-time to the web portal. Key features of the SL2 include:

- **GPS Point with Every Test.** Supervisory personnel can see the offender's location when performing tests. The SL2 uses GPS and cellular tower proximity to provide agency personnel with highly accurate location data.
- **Infrared Camera Aids Offender Identification.** The SL2 takes a picture of the offender during the test, which is populated in the web portal. Officers simply log into the web portal, and can view images of the offender performing the test to ensure accurate monitoring and detect tamper attempts.

- **Near Immediate Alcohol Notifications.** If an offender has a positive alcohol test, the web portal automatically alerts specified agency personnel. This provides officers with the ability to immediately respond to alcohol alerts.
- **Automated Text Message Reminders.** Through the web portal, agency personnel can specify the times and frequency of alcohol tests. The offender will receive an automated text message reminding them to perform a test. Similarly, agency personnel can configure the device to automatically retest the offender thirty minutes after a failed test.
- **High Resolution LCD Screen.** The LCD screen on the casing of the SL2 communicates critical equipment information to both agency personnel and offenders, including battery life, activation activities, communication with the web portal, and equipment identifiers, such as serial numbers.
- **Proven Technology.** The SL2 utilizes Dart fuel cell technology, which has been in use for decades, and is court validated. This technology is an industry standard in monitoring offender compliance with correctional agency mandates.

Along with BI's continuum of products, including the ExacuTrack One, HomeGuard, VoiceID, Sobrietor, and TAD devices, the SOBERLINK web portal will soon be integrated into the TotalAccess software platform.

BI TAD: Continuous Alcohol Monitoring

BI's TAD provides continuous alcohol monitoring and radio frequency monitoring in a single ankle-worn waterproof device. The TAD senses alcohol through the skin to detect and report drinking events, using a proprietary algorithm that reliably distinguishes true alcohol drinking events from environmental contaminants.

In addition to alcohol monitoring, TAD incorporates BI's proven radio-frequency (RF) monitoring technology. Agencies can monitor an offender's compliance with alcohol abstinence and curfew requirements with one system, significantly reducing inventory management.

TAD downloads program and equipment data through a non-commercial RF signal used in other BI products to a BI HomeBase receiver, which relays the data to BI's central monitoring computer. The HomeBase communicates using either the offender's home phone line or a cellular connection.

2. *Describe the process for validating an alcohol event.*

BI Response:

There is no process for validating an alcohol event for the Sobrietor or SL2. BI will back up Sobrietor and SL2 test results in court so long as units are calibrated properly.

The TAD is court validated, and it uses industry standard technology in monitoring offender compliance with correctional agency mandates. Frye and Daubert tests are the recognized standards for admitting scientific evidence into most courts. BI understands the rigors of these standards and their key elements including scientific theory, peer review, reliability of a known error rate, and general acceptance within the scientific community. The Daubert standard has been applied in numerous court cases for qualifying BI's witness as an expert and accepting the evidence provided by our proposed equipment.

There are two departments within BI that provide validation and analysis of alcohol events for TAD:

- **Engineering Department.** The Engineering Department has extensive insight into product functionality, and the data produced by the proposed products. The Engineering Department is responsible for training the Technical Lead Department in the functionality and interpretation of data collected by the unit.
- **Technical Lead Department.** The Technical Leads located within the BI Monitoring Operations facility are the first level of response for TAD confirmation requests and will provide a response to the request within 24 hours of receipt. The BI Monitoring personnel evaluate the alcohol event against the criteria established for transdermal alcohol absorption and elimination rates. The personnel within this Department are thoroughly trained by the Engineering Department, including regular refresher training.

3. Describe the process for determining a tamper with the equipment.

BI Response:

Sobriotor Tamper Detection

Sobriotor uses biometric (voice verification) technology to ensure that the offender is the person actually performing the test. At the time of enrollment, the offender records three words, which are stored in the Sobriotor as a template of the offender's voice. Before blowing into the Sobriotor, the offender is asked to repeat up to 6 words randomly chosen by Sobriotor. Sobriotor compares the offender's voice to the enrolled template in order to verify the offender's identity. Unlike photo identification, biometric voice identification even distinguishes between twins.

When Sobriotor is positioned around the mouth, multiple proximity sensors register the presence of the face. If the offender removes Sobriotor from the face at any time during the testing process, the test will be reported as a mask failure. This prevents the offender from passing the voice verification test and then passing the Sobriotor to someone else for the breath alcohol portion of the test.

SL2 Tamper Detection Technologies

The SL2 takes a picture of the offender during every test. Via the web portal, officers can easily compare the picture to a master picture, and determine if the offender is actually performing the test. In addition, the SL2 provides breath temperature detection before, during, and after testing. This feature helps confirm actual tests being performed by the offender. Case tampers on the SL2 will be visible upon inspection.

TAD Tamper Detection

TAD currently has seven different tamper detection sensors in place to detect tamper attempts, from device obstructions, to strap tampers, to device removal. These sensors work in concert to ensure that the device is not hampered in reporting true alcohol events.



Temperature Sensor monitors offender's temperature to ensure it is within range of a normal human body. A drop to ambient temperature could indicate that TAD is no longer flush against the human body.



Proximity Tamper Sensor monitors the distance of the device from the body. Significant changes in proximity may indicate that the device is no longer attached to the offender.



Infrared Debris Buildup Sensor monitors the alcohol detection module for any external build-up of debris on the face of the module. This ensures the accuracy of the alcohol readings is not compromised by an excessive amount of residue on the face of the filter.



Skin Conductivity Sensor monitors the pressure of the unit against the leg. If the offender attempts to place an object between the sensor and leg, the sensor will register a change in skin resistance.



Strap Tamper Sensor monitors the strap to ensure that it remains connected. The strap has fiber optic technology built into it which generates alerts when the light cannot travel in a continuous loop through the strap.



Motion Sensor monitors the amount of time the device is stationary. If TAD is stationary for a long period of time, it may indicate that the unit is no longer attached to the offender.



Water Detection Sensor monitors the amount of time the device is submerged in water. Although the unit is watertight up to three feet and offenders can shower, submerging the unit for extended periods of time can interfere with accurate alcohol sensing. Messages are generated when the unit is in water for a significant amount of time, indicating a possible attempt to circumvent the device.

Each sensor is monitored independently by algorithms in the central monitoring computer. Messages are generated to supervising officers when a tamper is detected.

4. *Describe the BAC range offered in the alcohol monitoring equipment (C.3.a.17). Detail how this range may be enhanced or any barriers that may affect this equipment's operation. Include in that description how this is reported to the end user.*

BI Response:

No electronic monitoring product provides true Blood Alcohol Content (BAC) testing. BI's proposed products measure Breath Alcohol Content (BrAC) and Transdermal Alcohol Concentration (TAC). This equipment then communicates the alcohol reading received from the offender, and generates an alert if the value is greater than or equal to the pre-established failure value.

Sobriotor BrAC Range and Alcohol Alerts

The Sobriotor has alcohol sensitivity level of 0.010 and higher. All Sobriotor event messages are date and time stamped at the time of the event and when the data was received by the central monitoring computer. The Sobriotor communicates all program and equipment data to the central monitoring computer through landline connection. There are over 35 configurable Sobriotor alert and event messages. Agency personnel can elect to be notified of alcohol events through an automated means, including text message and email notifications. A small sample of these messages includes:

- **Missed Alcohol Test.** The central monitoring computer did not receive alcohol test on schedule when it was expected.
- **Removed During Blow Test.** The offender removed the unit from his/her face during the blow test.
- **Voice Verification Failure.** The person taking the test failed to pass the voice verification portion of the test.
- **Breath Alcohol Content.** This event communicates the breath alcohol reading received from the offender's alcohol test, and generates an alert if the value is greater than or equal to the pre-established BrAC failure value.

SL2 BrAC Range and Alcohol Alerts

The SL2 has an alcohol detection range of 0.000 to 0.400. The SL2 registers a positive result at 0.02 or higher. Supervising personnel have the option to receive automated alerts via text message or email. The SL2 communicates with the SOBERLINK web portal via cellular networks. As a highly mobile device, the SL2 can be discreetly carried by the offender at all times, and officers can have the offender take scheduled tests anywhere, at any time. SL2 event messages include:

- **Missed Report.** The offender did not perform an alcohol test in compliance with the City's mandated testing schedule.
- **Follow Up Report.** The offender completed a follow up alcohol test.
- **Positive Report.** The offender tested positive for alcohol consumption.
- **Compliant Report.** The offender tested negative for alcohol consumption.

TAD TAC Range and Alcohol Alerts

The TAD detects and reports alcohol events over a 0.020 TAC threshold. TAC is highly correlated to BAC. Alcohol travels from mouth to stomach to blood stream to soft tissues before being excreted as sweat or vapor. All TAD events are date and time stamped at the time of the event occurrence and when that data was received by the central monitoring computer. The TAD communicates all program and equipment information to the HomeBase receiver when the transmitter enters the range of the receiver. The receiver then sends all event messages, including equipment and program data, to the central

monitoring computer via cellular or landline networks. There are over 75 configurable TAD events and alert messages. Agency personnel can elect to be notified of alcohol events through an automated means, including text message and email notifications. A small sample of events generated by the TAD system includes:

- **TAD Hello.** This event is generated every 4 hours indicating that the TAD transmitter is functioning properly and a download has occurred. If a tamper takes place before the 4 hour download is scheduled to occur, no TAD Hello event will be generated, but the tamper will be reported.
- **TAD in Water.** The TAD transmitter has been submerged in water for a preconfigured time period.
- **TAD Proximity Restore.** The offender's ankle has returned within proximity to the strap and the Alcohol Detection Module following a "TAD Proximity Tamper" event.
- **Receiver Case Tamper.** The receiver's case was opened or an attempt to open the case occurred.
- **Alcohol Sensor Saturation.** The Alcohol Detection Module (ADM) is fully saturated.
- **TAD Alcohol Event.** The TAD transmitter has detected the presence of alcohol through the ADM.
- **TAD No Motion.** The TAD transmitter has been motionless for a preconfigured time period.
- **TAD Proximity Tamper.** The offender's ankle is no longer within proximity to the Alcohol Detection Module (ADM).
- **TAD Strap Tamper.** The strap has been damaged or cut, creating an open fiber-optic circuit.

5. *What is the standard trans-dermal testing interval that is optimal for the proposed equipment? How does that change when alcohol is detected? Discuss the warnings that are generated and reports that may also be generated.*

BI Response:

The TAD samples the offender's perspiration every minute for alcohol detection, and records an average of all samples every five minutes, providing 288 data points within a 24-hour testing period. Other transdermal solutions test perspiration once every 30 minutes, providing only 48 data points within a 24 hour period. This interval does not change if alcohol is detected.

When the TAD unit comes within range of the TAD HomeBase receiver, all program and equipment information is promptly sent to the central monitoring computer via encrypted channels, eliminating the need for pre-determined transmittal times for analysis and reporting. Alcohol related alerts and events are discussed above, and include:

- **Alcohol Sensor Saturation.** The Alcohol Detection Module (ADM) is fully saturated.
- **TAD Alcohol Event.** The TAD transmitter has detected the presence of alcohol through the ADM.

Agency personnel can elect to be notified of alcohol events through an automated means, including text message and email notifications. When the central monitoring computer receives information from field equipment regarding offender non-compliance, the unit will immediately enact the notification procedures specified by the agency.

TAD Graphs and Reporting

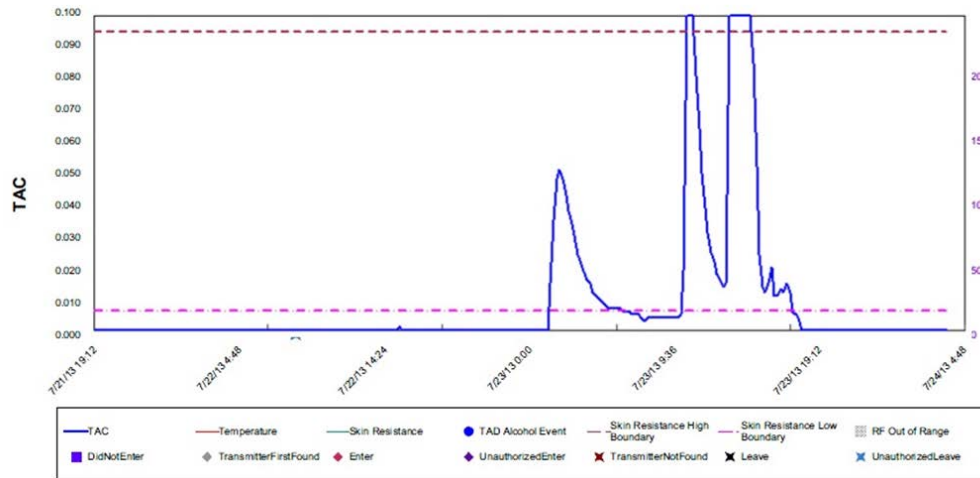
TAD uses a statistical algorithm created, tested, and verified by BI to distinguish between a true drinking event and alcohol readings caused by environmental contaminants such as cleaning supplies or beauty products. The algorithm creates a baseline for each offender wearing the device and enhances testing accuracy. The algorithm is proven to be independent of factors such as gender, height, and weight, and demonstrates high statistical confidence in distinguishing true alcohol drinking events from false positives.



Agency: Community Corrections
Officer: Smith, John
07/22/2013 00:00 - 07/23/2013 23:59

Client: Johnson, Timothy
TAD Serial ID: 9809899
RF Away: 39 hours, 15 mins

TAD Activity Graph



Environmental Alcohol TAD Graph

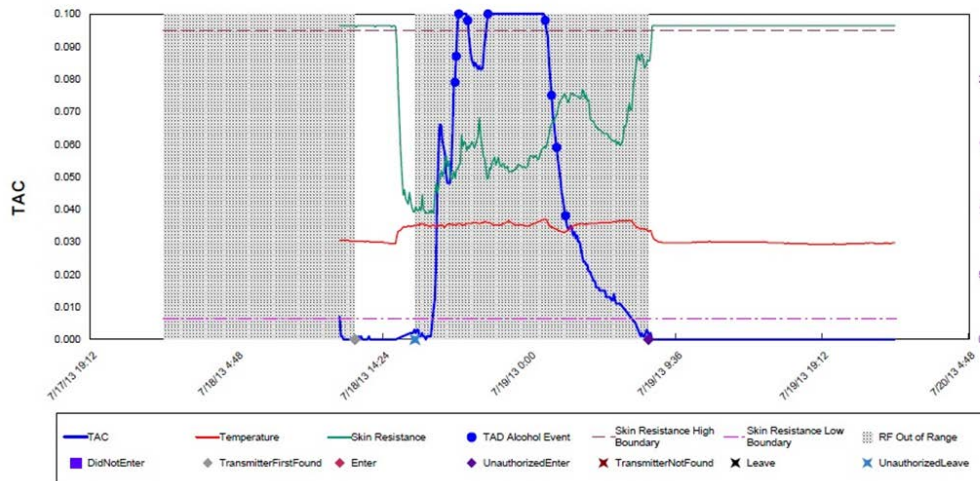
When the TAD detects environmental alcohol, the transdermal alcohol content typically rises and dissipates in a “spike” that may indicate sensor saturation. It is physically impossible for human alcohol consumption data to mirror these results.



Agency: Community Corrections
Officer: Smith, John
07/18/2013 00:00 - 07/19/2013 23:59

Client: Johnson, Timothy
TAD Serial ID: 9809899
RF Away: 27 hours, 51 mins

TAD Activity Graph



Ingested Alcohol TAD Graph

In a true drinking event, the transdermal alcohol content increases and decreases steadily.

NOTE: A complete listing of TotalAccess standard reports is provided in response to “Standardized Reports” on page 153.

- Are the receivers for the trans-dermal alcohol monitoring available in phone line and cell varieties? Please detail the availability of the receivers and how they function with either or both options listed.

The TAD receiver, also known as the HomeBase receiver, acts as a liaison between the offender’s TAD transmitter and the central monitoring computer. The TAD receiver monitors the TAD transmitter for compliance with curfew requirements and alcohol consumption. The HomeBase receiver collects program and equipment information and sends the data to the central monitoring computer. The TAD transmitter

and HomeBase receiver are paired during the enrollment process in the TotalAccess software application.

The HomeBase receiver is available in two different models:

- **BI HomeBase 100.** Communicates all program and equipment data to the central monitoring computer through *landline* connectivity
- **BI HomeBase 110.** Communicates all program and equipment data to the central monitoring computer via *cellular* networks

GPS (C.9.d.)

1. *In addition to the GPS System Specifications listed in paragraph C.2.c., describe your solution to this requirement and any additional components your product offers as they relate to the GPS requirement.*

BI Response:

No GPS system specifications are listed in paragraph C.2.c.

BI offers our ExacuTrack One as the core of our complete GPS monitoring solution, offering active, passive, and hybrid GPS service plans, multiple location acquisition modes, and RF and two-way communication accessories.

2. *Describe the communication options your solution offers as related in section C.3.a 5. of this RFP.*

BI Response:

The ExacuTrack One includes a waterproof speaker that automatically plays pre-recorded messages in response to certain key events. The speaker will also play messages in response to a request through the monitoring software. Through the software, officers can enable or disable automatic voice messages, and also specify which events will trigger an automatic voice message. For example, officers can specify that if the offender leaves the beacon's range during a scheduled curfew period, the unit will automatically play a message that says, "You should be in range of the beacon." Officers can mandate that offenders acknowledge these messages, as described below.

The automatic sounder functionality of the ExacuTrack One can be enabled through the TotalAccess software platform and alerts the offender of the following occurrences:

- *Beacon out of range.* One minute before the leave window expires, the tracking unit's sounder emits a long beep every three seconds.
- *Lost GPS.* Once the indicator light begins flashing every second, the tracking unit's sounder emits three short beeps every three seconds.
- *Low battery.* When the battery charge is less than 25%, the tracking unit's sounder emits a three-tone alarm and a voice message instructs the offender to recharge the unit.



Officers can mandate that the offender acknowledge all messages sent by touching the acknowledgement sensor on the tracking unit.

Please see Appendix A, Section C.3.a 5 on page 116 for a detailed explanation of communication options provided by the ExacuTrack One.

3. *Describe the process for notification for participants of exclusion zones both known and unknown (C.3.a.15). Detail any levels of notification being offered, their benefits and when they would be set-off.*

BI Response:

In order to provide reporting solutions for all offender types, TotalAccess offers fully customizable agency and offender notification settings. For known exclusion zones, officers have the ability to print out zones and require offenders to sign a zone acknowledgement document. For unknown exclusion zones, officers are able to turn off notifications from the tracking unit to the offender, while still allowing officers to respond to zone violations.

Additionally, if the offender enters an exclusion zone or an exclusion zone buffer, the GPS data collection rate automatically increases to once every 15 seconds, and the data reporting rate increases to once every 60 seconds.

4. *Does the GPS equipment have the ability to switch to Radio Frequency mode in known locations, i.e. residence/place of employment? Please discuss this ability and how it may be used.*

BI Response:

The ExacuTrack One can be paired with an RF beacon, generally placed within the offender's home or other known location (place of employment, etc.). When the ExacuTrack One enters the range of the beacon, the transmitter stops collecting GPS points and monitors an offender's presence through RF signals. This helps dramatically increase battery life and eliminates GPS drift points.

5. *Describe the GPS service plans offered in detail and how they meet the requirements of this RFP.*

BI Response:

- **Active:** The unit collects one GPS point every minute, communicates all program and equipment data to the monitoring computer every 30 minutes, uses AFLT location acquisition every 30 minutes when GPS is unavailable, and includes Zone Crossing Notification.
- **Hybrid:** The unit collects one GPS point every minute, communicates all program and equipment data to the monitoring computer every 30 minutes, does not use AFLT location acquisition, and includes Zone Crossing Notification.
- **Passive:** The unit collects one GPS point every minute, communicates all program and equipment data to the monitoring computer every 12 hours, and does not include AFLT or Zone Crossing Notification.

6. *Discuss how your solution uses batteries, identifying the types of batteries used and when a transmitter battery is low and sends a notification, how long before the battery dies?*

BI Response:

The ExacuTrack One uses a field-replaceable lithium manganese dioxide battery. Fully charged ExacuTrack One batteries last a minimum of 20 hours, and BI regularly observes over 60 hours on a single charge depending on the offender's service level. To alert offenders that the ExacuTrack One needs to be charged, the unit will emit an audible alarm and play a voice message to instruct the offender to recharge the unit, while also sending a Tracker Low Battery message to the central monitoring computer. When the ExacuTrack One has 25% of its battery life remaining, the unit will function for a minimum of five additional hours without requiring recharging. Each battery has a lifespan of up to three years in the field and a five-year shelf life.

7. *Explain the parameters that are used in setting up GPS exclusion/inclusion zones. Shapes, sizes, etc.*

BI Response:

Zones can be structured as either standard shapes to quickly and easily create inclusion and exclusion areas, or as polygons with up to 22 sides to create more complex areas, if necessary. There is no size limit, as long as the zone fits within the 22-sided shape.

TotalAccess includes multiple types of zones in order to provide maximum flexibility and convenience.

- **Mandatory Inclusion Zones.** An offender must remain within an Inclusion Zone during specified times. For example, an offender may be required to remain at work between 09:00 and 17:30. If the offender leaves work during this time period, the system generates an alert.
- **Primary Location Zones.** These Zones offer TotalAccess users more flexibility when setting up where offenders will be spending a majority of their time, usually a home location. Offenders are required to be within the boundaries of the Primary Location Zone except during allowed "may-leave" times, which is similar to RF curfew schedules. Primary Location Zones can also be used in conjunction with Mandatory Inclusion Zones.
- **Area of Interest Zones.** An Area of Interest is a zone an offender may enter and leave without generating a violation. An example of an Area of Interest is a home where an offender needs to drop-off or pick-up children at specified times on certain days; at all other times the home would be off limits. The TotalAccess system will record Enter and Leave events, allowing personnel to keep track of an offender's movements in the specific area without generating alerts.
- **Master Inclusion Zones.** An offender must remain within a Master Inclusion Zone at all times. Examples of Master Zones are counties and states. Only one Master Zone can be designated per offender. Users can set up Mandatory Inclusion Zones, Areas of Interest, and Exclusion Zones within a Master Zone. The system will generate an alert whenever the offender leaves the Master Inclusion Zone.
- **Exclusion Zones.** Exclusion Zones are areas an offender may not enter at any time. For example, an offender may be required to stay at least one mile away from a specific address.

Schedules for each zone can be customized by day, and multiple schedules can be included in one day.

8. *Are there different levels in sounds volumes available on the GPS units? If so, how are those levels set? May these levels be affected remotely, if so how?*

BI Response:

The ExacuTrack One's speaker offers multiple volume levels, which can be remotely configured in TotalAccess.

9. *In the event of GPS blocking, how does the system generate an alert? What parameters are viewed by your solution as being "GPS blocking?"*

BI Response:

The unit currently includes several location detection technologies to ensure continuous monitoring of offender movements. BI is developing the ExacuTrack One's ability to detect GPS masking/shielding, which will be available to the agency upon release.

At present, a No GPS Available event will occur in the event of GPS blocking. This event can be configured as an alert.

10. *What types of GPS solutions are available in your equipment? Does your proposed solution have any training available for the end user to use? How is this training accessed? Are there any restrictions regarding this training? Is there any training available for the participant to use that discusses the barriers? Is this training available in Spanish or other languages?*

BI Response:

BI's ExacuTrack One functions as an active, passive, and hybrid GPS tracking unit. All of BI's proposed equipment comes with simple, easy to follow instructions. As a part of our proposed pricing, BI has included initial training, refresher training as needed, and weekly or ad hoc training online training. BI has extensive experience developing agency-specific training, and we will provide this service as needed at no additional charge.

BI's webinar trainings allow agency personnel to follow up and refresh their product knowledge without having to schedule an on-site training. All that is required for the on-site trainings is a room large enough to hold all training attendees and a computer connected to the county's network. Webinar trainings require trainees have access to a computer with an internet connection and a telephone.

Training can be provided by BI in Spanish. Training provided to offenders is delivered by the agency.

11. *Does your solution offer a secondary bracelet/device that may be used by a victim? Please detail this option and how it may be used?*

BI Response:

BI's ExacuTrack One does not include a secondary bracelet/device as requested. However, agencies can set up the device to provide alarm notification in accordance with their respective program policies.

Radio Frequency (RF) (C.9.e.)

1. *Describe the phone technologies/companies that the RF units are compatible with. Include detailing phone technologies/companies that the RF units are not compatible?*

BI Response:

BI's RF solution, the HomeGuard 200 is compatible will all standard landline phone connections. The HomeGuard 206 operates on the CDMA cellular network, consisting of Verizon, Sprint, and 30 additional carriers. The GroupGuard series, designed to monitor multiple RF transmitters in group situations, provides the same landline and cellular support

While digital phone service (cable or VOIP) can be used with the HomeGuard 200 system, digital phone service (DPS) does not support HomeGuard's location verification functionality, which is a key component to offender accountability. A HomeGuard receiver installed at a residence with DPS cannot be guaranteed to call in from the same "location" on all future calls.

VOIP Interface Adapters can be moved and reconnected to any physical location offering Internet service, which means that a location verification test may incorrectly report that nothing has changed. This is because the phone number itself resides within the VOIP Interface Adapter and not the residence. During extensive testing, BI found that a good DPS connection did not interfere with BI equipment functionality as compared to normal cellular communications. However, a poor DPS connection can result in a noticeable number of communication error messages on Daily Summary reports, such as Link Lost Error (LLE), Missed Call Late (MCL), Carrier Detect Not (CDN), among others.

For these reasons, BI strongly recommends using a HomeGuard 206 receiver in cases where offenders are using a digital phone service connection, or installing a standard landline in the offender's residence.

2. *What is the receiver battery life in C.4.b.1? Discuss the batteries used and how they are changed.*

BI Response:

The HomeGuard and GroupGuard series of receivers are equipped with a lead acid backup battery that powers the unit for 48 hours in the event of a power failure. RF receiver batteries are replaced at BI's manufacturing facility, and a best practice for electronic monitoring equipment is to cycle all equipment back to the manufacturer a minimum of every 3 years.

Please see Appendix A, Section C.4.b 1 on page 122 for additional information on the HomeGuard Receiver's battery specifications.

3. *When a transmitter battery is low and sends a notification, how long before the battery dies?*

BI Response:

The HomeGuard Transmitter will send a Low Battery message to the central monitoring computer approximately five days before the battery expires.

4. *Detail how events are stored on the RF receiver unit while it is operating on battery power? (C.4.b.5) Discuss what is affected by a low battery power.*

BI Response:

The HomeGuard and GroupGuard series of receivers are equipped with non-volatile backup memory capable of storing up to 4,800 event messages (roughly a month of data). All events will be recorded and the receiver will remain fully functional while on backup battery power. The non-volatile memory storage ensures that the unit will not lose its monitoring data if it does run out of power.

Program/Policy (C.9.f.)

1. *Proposer's training program:*

- *Describe Proposer's training program that is included as a part of proposal pricing;*
- *Describe any additional training available along with proposed costs.*

BI Response:

- As a part of our proposed pricing, BI has included initial training, refresher training as needed, and weekly or ad hoc training online training.
- BI has extensive experience developing agency-specific training, and we will provide this service as needed at no additional charge.

2. Describe your solution's quality assurance program and any performance assurances it includes. Discuss any certifications (i.e. ISO 9001:2008) that you may hold.

BI Response:

BI is committed to the highest quality assurance standards as demonstrated through our compliance with International Organization for Standardization (ISO) standards. BI facilities are certified by ISO to the full requirements applicable to the design, development, production, installation, and servicing of electronic home arrest monitoring products and services. BI's ISO certified quality management system demonstrates our commitment to continual improvement and superior customer satisfaction.

BI is ISO 9001:2008-certified for product design, testing, sales, service, support, manufacturing, and monitoring. Since our inception, BI has been committed to maintaining the highest quality standards to provide solutions of the highest value for our customers. BI has been ISO 9001-certified since 1995, and was one of the first vendors in the industry to be certified to the updated ISO 9001:2008 quality standard. Other providers may use ISO 9001-certified subcontractors or may be certified for only a single element of the electronic monitoring process.



ISO Certification
Demonstrates BI products are of the highest quality, reliability, and durability.

3. Describe your solution's problem escalation process as it relates to the requested product lines of this RFP. Detail the role of the City in this process and the successful proposer.

BI Response:

BI's expectation is that the City will make us aware of any issue that arises. BI further expects the City to ensure that the resolution is satisfactory.

BI has four distinct tiers of equipment problem escalation:

1. BI's Monitoring Operations center in Anderson, Indiana, maintains a comprehensive certification and training program for all Monitoring Service Specialists. Successful completion of training and certification is required for each Specialist, and must be achieved prior to being permitted to work in the monitoring center.
2. If a Monitoring Service Specialist cannot resolve a particular issue, the question is escalated to a team of technical experts within the Monitoring Operations center. This team is comprised of experts who have years of extensive experience both with products and software.
3. If Technical Team is unable to resolve the issue, it is escalated to a Product Engineer located in the Boulder, Colorado, facility. Each Engineer is generally educated and specialized in a specific line of products such as BI's ExacuTrack One or TAD.
4. If the Product Engineer cannot resolve the issue, the Engineer has direct access to the engineers who designed the particular product from the ground up.

This tiered escalation methodology ensures that any issue can be resolved through a chain of experts dedicated to the support and ongoing development of the product. A similar approach is taken with software support, with multiple tiers available to ensure issue resolution. In addition, BI has direct access to all our vendors of product components as well as to all cellular providers for immediate response to any issues regarding those areas.

4. *How are the City's complaints measured and categorized? What processes are in place to know that a problem has been resolved?*

BI Response:

In order to provide the most appropriate response possible for customer complaints, BI has established personnel at each point of contact with the City to clarify and resolve issues that may arise. These include discrete systems for managing complaints within Customer Business Services, Monitoring Operations, and our Development and Training contacts. Any complaint, received at any level of the City's interaction with BI, will be addressed directly to the corresponding personnel, who will then record and track the complaint until it was been deemed by the City to have been adequately addressed and resolved.

Varying processes are applied, depending on the level of the City's interaction with BI. For example, a complaint received within the Monitoring Operations center is logged into a tracking database. If the complaint is related to BI hardware or software, it is reviewed in weekly meetings that include Monitoring Operations, and Hardware and Software Development personnel. All other complaints are researched and resolved by Monitoring Customer Service (MCS) in conjunction with Monitoring Management.

5. *Describe your company's investment in technology and service programs for the present and the future and how Participating Public Agencies may benefit.*

BI Response:

As the founder of electronic monitoring in 1985, BI has pioneered new product development for over 28 years. BI employs over 50 in-house mechanical, electrical, and computer science engineering personnel that work every day to provide agencies with the latest technologies and advancements in tracking technology, secure data processing, and communications. In 2009, BI spent over \$3 million in research and development that resulted in breakthrough technology in the industry, including a revolutionary transdermal alcohol detection device and our latest development in GPS tracking technology. With this experience, the City can be confident in selecting BI for a long term contract where success is dependent on a company who can adapt to the evolving needs of the electronic monitoring industry.

BI will remain committed to staying abreast of technology advancements and is actively working with our technology partners to ensure that the agencies have the latest relevant technology available. In addition to our internal development efforts, BI regularly explores relationships with other EM manufacturers in an effort to add new and unique products and services to BI's technology continuum. We also investigate technologies currently in use in other markets or applications, and explore the potential for use in the criminal justice market. This focus is our dedication to providing the optimal, most effective monitoring solutions to our customers.

6. *Describe the capacity of your company to keep the product and service offerings current and ensure that latest products, services, standards and technology for (Participant Monitoring Products, Services and Solutions) as well as any cost savings ideas you may have as they relate to these services and products.*

BI Response:

BI is dedicated to keeping our offerings current and ensuring that we are providing the latest products, services, standards, and technology to our customers. A fundamental part of these efforts is to provide cost savings ideas and advancements relate to our products and services.

As demonstrated in our response to C.9.b.5 on page 28, BI is continually refreshing and improving our offerings for the purpose of staying current with relevant technology and ensuring that we provide optimal solutions to our customers. This ongoing effort enables BI to provide its customers with responsive and comprehensive support as well as industry-leading technologies. BI continually makes investments in the ongoing development products and services that amount to millions of dollars annually.

In addition, BI is continually pursuing cost savings ideas such as our investing in analytics, crime scene correlation, and other technology and services to reduce officer time and resources. For example, BI's response to C.9.b.12 on page 32 describes our emerging developments in automated crime scene correlation through the BI TotalAccess monitoring platform.

7. *Describe how Proposer's pricing structure may be created and the factors that are taken under consideration for such a structure.*

BI Response:

BI suggests a tiered pricing structure, which enables flexibility of solutions along with competitiveness in the market place. BI's proposal presents a customizable array of offerings and options that supports the full gamut of the criminal justice industry. As a result, each agency can select any or all of BI's proposed standard products and also negotiate such options as a self-pay program, installation services, custom monitoring, alert investigation services, etc. In addition, BI's pricing and solutions proposed offer agencies in the criminal justice arena to explore the use of day reporting center services, customized reporting, and offender treatment services.

The pricing for the particular product(s) is tiered to account for the wide array of custom add-on services that are common in the electronic monitoring marketplace. The lower end pricing tiers have less add-on services while the same products with more add-on services are priced at the higher end tiers. The tiered pricing of products also accounts for the varying levels of pricing associated with product volumes that is also quite common in the marketplace.

8. *Describe how a participant's pricing structure could be developed. This pricing structure is to be for the City to consider as it creates the structure for its participants?*

BI Response:

BI can help each agency understand and fully contemplate the details of a pricing model that includes the proposed equipment and services. The fundamental point must note that the pricing structure for offenders should not be limited to the awarded equipment.

To fully recover costs of the monitoring program, the agency should consider all their own costs to be recouped, including officer time, wages, administrative functions, etc. The agency should also consider how they plan to account for indigent offenders. The agency should then build a daily rate that includes those costs along with the vendor rates for the awarded equipment.

An additional point of consideration is participation fees. BI has broad experience creating offender fee schedules, and we have shown success in collecting fees from offenders. Upon contract award, we can work with agencies as needed to help develop a fee schedule.

9. *How do you handle multiple accounts/agencies from the same entity? For example these services may be used by the courts, the police department or human services. Each of these departments is responsible for their budget so the invoice needs to reference that specific entity while going to a centralized AP. What happens when the wrong account is credited for a specific payment?*

BI Response:

Each agency is assigned an agency number in order to access our TotalAccess monitoring system. Billing occurs by agency number. There can be multiple agencies (i.e., multiple invoices) on a single billing account if the customer chooses—or each agency can have its own billing account. Each billing account would be set up to send bills to the centralized AP. The likelihood of a payment being credited to the wrong billing account is very small, especially if the payment stub indicates invoice number(s) being paid. However, if we misapply a payment, we will immediately correct the error as soon as we are made aware that it occurred.

In addition, agencies can use moniker(s) with the offender name to distinguish population type for multiple accounts. This method can help officers readily identify offenders within the various accounts.

Local Staffing Plan

The Proposer will provide the name, qualifications, experience, and proposed responsibilities for the personnel it proposes as Key Personnel for the City for work under the contract. This shall include the assigned Proposer representative, all trainers, project manager and team, and all installers.

Each agency in the program will be supported by a BI management and operations team. BI has extensive experience working with corrections agencies and our personnel are proficient in developing, improving, and delivering electronic monitoring solutions to the corrections community. The comprehensive involvement from BI's team helps ensure ongoing customer satisfaction, administrative and fiscal management of the program, the assurance of BI compliance with contract requirements, and the coordination and delivery of equipment and services.

"Organization Chart" on page 22 presents the organizational structure and roles of personnel who will serve the Offender Monitoring program on both a national level as well as on a local level. The Key Executive Personnel roles presented in the Organization Chart are detailed below.

Business Development

- **VP of Sales.** Directly responsible for BI's plans and strategies for developing business and achieving BI's sales goals, including the advancement of U.S. Communities program products and services to agencies nationwide.
- **National Account Support Manager (NASM).** On a national level, responsible for the project management, implementation, and operational setup of new electronic monitoring systems; will ensure seamless implementations and transitions for agencies under the national program.
- **Regional Sales Manager (RSM).** Responsible for overseeing all business development, sales, and contract fulfillment activities within the assigned United States regional area.
- **Business Development Director (BDD).** BI's Account Representative, familiar with the particular agency's policies, goals and services; will also serve as a liaison for all aspects of contract performance.
- **Account Executive (AE).** Responsible for account support and business development on a regional level; provides hands-on assistance with program implementations, transitions, and training at agency sites.

Monitoring Operations

- **Vice President Monitoring Operations.** Responsible for the overall management of BI Monitoring Operations.
- **Manager, Monitoring Operations.** Responsible for the overall management and day to day operation of the BI Monitoring Operations center.
- **Manager, Monitoring Customer Service (MCS).** Responsible for the overall management of the Monitoring Customer Service department.
- **Manager, Install Services.** Manages installers in numerous states nationwide, and also develops customized installer solutions.
- **Manager, Training Services.** Developing and executing training curriculums for customers as well as internal personnel.

Customer Support

- **Manager, Customer Business Support (CBS).** Responsible for oversight and management of such areas as invoicing, contractual interpretations, order placement, and equipment returns.

Tab 6: Supplier Information

Supplier Qualifications (RFP Section G.1)

BI understands the Supplier Commitments outlined in RFP section G.1, Supplier Qualifications. In addition, BI appreciates the opportunity to provide maximum benefit both to the Participating Public Agencies and to ourselves.

BI agrees and commits to promote the U.S. Communities program and the Master Agreement through our direct and indirect marketing and sales efforts. Due to the broadly varied nature of public safety programs where our diverse products and services are provided (state, local, federal, pre- and post-adjudicated, etc.), the Master Agreement may not be applicable.

Supplier Worksheet for National Program Consideration (RFP Section G.3)

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. State if the pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.
YES X NO
- B. Does your company have the ability to provide services to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?
YES X NO
- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in all 50 states?
YES X NO
- D. Did your company have sales greater than \$50 million last year in the United States?
YES X NO
- E. Does your company have existing capacity to provide toll-free telephone and state of the art electronic, facsimile and internet ordering and billing
YES X NO
- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES X NO
- G. Does your company agree to respond to all agency referrals from U.S. Communities within 2 business days?
YES X NO
- H. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES X NO
- I. Will your company commit to the following program implementation schedule?
YES X NO
- J. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES X NO

Submitted by:

Michael Pharris
(Printed Name)

Assistant Secretary
(Title)

(Signature)

September 4, 2013
(Date)

Supplier Information (RFP Section G.5)

Pursuant to RFP instructions, this section provides the requested information about BI.

Company (G.5.a.)

1. Provide the total number and location of sales persons employed by your company in the United States.

BI Response:

| Number of Sales Representatives | City | State |
|---------------------------------|--------------------|-------|
| 11 | Boulder | CO |
| 3 | Anderson | IN |
| 2 | Jefferson City | MO |
| 1 | Roseville | CA |
| 1 | Visalia | CA |
| 1 | Arvada | CO |
| 1 | Marietta | GA |
| 1 | Homer Glen | IL |
| 1 | Daleville | IN |
| 1 | Melrose | MA |
| 1 | New Market | MD |
| 1 | Chesterfield | MO |
| 1 | Clayton | NC |
| 1 | Cranberry Township | PA |
| 1 | Dillsburg | PA |
| 1 | Vega Baja | PR |
| 1 | Weatherford | TX |
| 1 | Enumclaw | WA |
| Total: 31 | | |

2. Provide the number and location of support/service centers which service the United States.

BI Response:

BI has support/service center which services the United States, our Monitoring Operations center located in Anderson, Indiana.

6. *Identify all other companies that will be involved in the Offender Monitoring Services provided to the end user.*

BI Response:

BI will provide all proposed offender Monitoring Services to the end user.

7. *If applicable, describe your company's ability to do business with manufacturer/dealer/distribution/service organizations that are small or MWBE businesses as defined by the Small Business Administration.*

BI Response:

BI has extensive experience working with small and MWBE businesses, and is dedicated to ensuring that a significant portion of our subcontractors are Minority and Women Businesses. As the OEM of all our proposed equipment, except the SL2, BI's subcontractors predominantly work within the fields of service and installation.

Marketing (G.5.b.)

1. *Outline your company's plan for marketing the Products/Services to State and local government agencies nationwide.*

BI Response:

BI has a broad Sales team and an extensive network of Resellers. In addition, we have a very large Marketing department. Through these diverse groups, we will distribute various marketing materials, including mailers. We will also participate in numerous industry trade shows while also conducting numerous customer visits and bid avoidance efforts. Furthermore, we conduct two Technology and Training Forums annually in which we invite customers and corrections professionals to learn the latest in technology and supervision strategies.

2. *Explain how your company will educate its national sales force about the Master Agreement.*

BI Response:

BI utilizes various methods for educating its national sales force about such pertinent topics as the Master Agreement. For example, we have monthly Sales Calls, Biannual Business Review meetings, as well as daily and weekly contact meetings. In addition, we distribute documentation across the team to cover the alignment of relevant offerings with appropriate customer sets.

3. *Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.*

BI Response:

BI will ensure pricing for the Master Agreement is competitive with our other contracts, including our other multi-agency purchasing programs. We will also monitor the U.S. Communities offerings and pursue constant feedback with agencies to ensure all products and services are relevant to meet industry needs. This relevance and competitiveness will help make the Master Agreement appealing for Participating Public Agencies.

4. *Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement. Please provide the amount of purchases of existing public agency clients that your company will transition to the U.S. Communities contract for the initial three years of the contract in the following format within your proposal.*

BI Response:

Contracts are cyclical, and as such, we plan to utilize the Master Agreement as a competitive and flexible vehicle for agencies to avoid bid processes for procurements. BI anticipates transitioning the following amounts for existing public agencies to the U.S. Communities contract:

- \$400,000 anticipated to be transitioned in year one
- \$1,140,000 anticipated to be transitioned in year two
- \$1,880,000 anticipated to be transitioned in year three

5. *Please submit the resume of the person your company proposes to serve as the National Accounts Manager. Also provide the resume for each person that will be dedicated full time to U.S. Communities account management along with key executive personnel that will be supporting the program.*

BI Response:

BI's National Account Support Manager, Jeremy Elliott, will be responsible for the project management, implementation, and operational setup of new electronic monitoring systems. This role will ensure seamless implementations and transitions for agencies under the national program.

BI's VP of Sales, Matt Swando, and the Regional Sales Managers, Scott McCool and Bob Murnock, will be the primary points of contact dedicated to U.S. Communities account management.

"Organization Chart" on page 22 presents the organizational structure and roles of personnel who will serve the Offender Monitoring program. The "National Staffing Plan" on page 79 describes BI's proposed staff distribution to implement and manage this contract throughout its term.

All Key Executive Personnel presented in the Organization Chart are detailed below, including resumes of these personnel.

Administration (G.5.c.)

1. *Describe your company's capacity to employ EDI, telephone, electronic, with a specific proposal for processing orders under the Master Agreement. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.*

BI Response:

Customer orders are accepted via telephone or email. Once orders are invoiced, BI will accept payment via paper check, credit card (Visa or Mastercard), or Automated Clearing House (ACH; our preferred method).

2. *Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.*

BI Response:

Customer orders are received via telephone or email by our Customer Business Services (CBS) department. The order is entered into our Enterprise resource planning (ERP) system and then processed for shipment. When the order has been shipped, it is invoiced out of the same ERP system.

3. *Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.*

BI Response:

BI has extensive experience with web services and integration with various agency systems. A significant example is our integration with the U.S. Courts Probation and Pretrial Services Automated Cases Tracking System (PACTS), which is the case management system used by all federal probation offices. Other examples include our integration with the Illinois Department of Corrections (DOC) and the Colorado DOC. If the ERP system the Agency would like for BI to interface is Simple Object Access Protocol (SOAP)-based, then interfacing TotalAccess for specific information would be possible.

However, the type of information such as net sales and agency sales is not typically stored in TotalAccess. If it is the Agency's desire to store this information from the ERP system in TotalAccess, this will likely have to be in some form of case notation as no such fields exists in TotalAccess.

In each case where we have integrated with an agency application, we work with the respective agency to define exactly what specific program and monitoring data is required, the method for its utilization, and the timing of the project delivery. Then, because each project is a discrete piece that functions as an individual service, none of the overall system is impacted by development or implementation of the project.

4. *Provide a listing of any existing multi-state cooperative purchasing program contracts held by your company, if any, and provide the entity's name(s) and a description of the type of contract held.*

BI Response:

BI holds a Western States Contracting Alliance (WSCA) contract for Electronic Monitoring of Offenders and also a General Services Administration (GSA) contract. In addition, cooperative procurement terms are included in contracts that BI holds with several state and local agencies, which are sometimes used by other out-of-state agencies when relevant and convenient.

5. *Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency within each U.S. state.*

BI Response:

BI is experienced in reporting monthly sales under Master Agreements for entities such as GSA and WSCA.

6. *Describe the capacity of your company to provide management reports for each Participating Public Agency.*

BI Response:

BI is capable of providing a broad array of standardized reports. In addition, BI can provide customized reports.

A complete listing of TotalAccess standard reports is provided in response to "Standardized Reports" on page 153.

7. *Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.*

BI Response:

BI has several suggestions for improving the cost-effectiveness for this program:

- The administrative fee for the U.S. Communities program is higher than WSCA or GSA.
- It is difficult to price installations on a Daily Rate basis without knowing the Average Length of Stay for offenders. A more effective structure may be to price services by per-action cost.

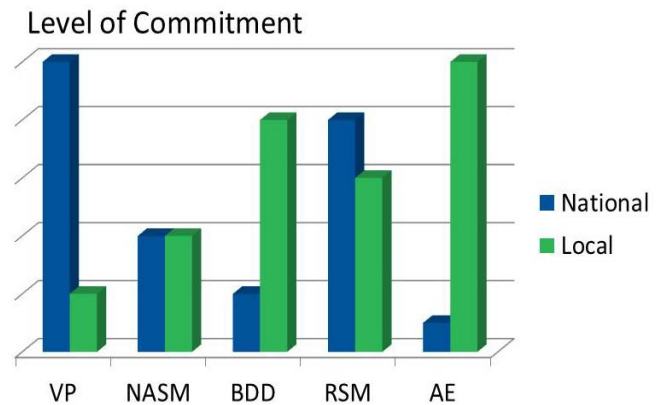
National Staffing Plan (G.5.d.)

A staffing plan is required which describes the Supplier’s proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member’s involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract, their relationship to the contracting organization, and amount of time to be devoted to the contract.

BI Response:

“Organization Chart” on page 22 presents the structure and roles of personnel who will serve the Offender Monitoring program on a national level as well as on a local level. The following chart describes BI’s proposed staff distribution to implement and manage this contract on a national level as well as on a local level.

- **VP of Sales.** Directly responsible for BI’s plans and strategies for developing business and achieving BI’s sales goals, including the advancement of U.S. Communities program products and services to agencies nationwide.
- **National Account Support Manager (NASM).** On a national level, responsible for the project management, implementation, and operational setup of new electronic monitoring systems; will ensure seamless implementations and transitions for agencies under the national program.
- **Business Development Director (BDD).** BI’s Account Representative, familiar with the particular agency’s policies, goals and services; will also serve as a liaison for all aspects of contract performance.
- **Regional Sales Manager (RSM).** Responsible for overseeing all business development, sales, and contract fulfillment activities within the assigned United States regional area.
- **Account Executive (AE).** Responsible for account support and business development on a regional level; provides hands-on assistance with program implementations, transitions, and training at agency sites.



Environmental (G.5.e.)

1. Provide a brief description of any company environmental initiatives, including your company’s environmental strategy, your investment in being an environmentally preferable service leader, and any resources dedicated to your environmental strategy.

BI Response:

Both BI Incorporated and our parent company, The GEO Group, Inc. (GEO), are active in maintaining and improving our environmentally-friendly business practices. As we have been expanding, we have been continually developing our standards for newly constructed facilities, and currently operate six facilities designed to Leadership in Energy and Environmental Design (LEED) Silver standards, as well as a LEED Gold-certified building.

Within BI’s Boulder and Anderson facilities, BI works to ensure that all steps of the manufacturing process are efficient and environmentally friendly. BI is voluntarily compliant with the Waste Electrical and

Electronic Equipment Directive (WEEE) and the Restriction on Hazardous Substances (RoHS) directive, helping ensure we minimize our environmental impact. All of BI's products are recycled, including batteries, circuit boards, straps, and casings, and are shipped in recyclable packaging that can be used 3–4 times longer than cardboard shipping materials.

2. *Describe your company's process for defining sustainable processes.*

BI Response:

BI is continually looking for new ways to reduce our environmental impact and ensure that our processes are sustainable and environmentally responsible. Currently, BI voluntarily complies with the WEEE and RoHS environmental directives, and to further minimize our impact BI has developed a "Greenville" station within Manufacturing to recycle, repair and reuse plastic products, and ensure that our manufacturing processes are compliant with the above directives, along with BI and GEO's continuous commitment to environmental responsibility. As a result, BI has initiated various energy efficient and environmentally friendly programs, including the installation of energy efficient lighting. We buy products that are free from ODC's (Ozone Depleting Chemicals), lead and other harmful substances. BI is also WEEE compliant, allowing all customers to return waste or obsolete electrical components for controlled disposal.

3. *What percentage of your offering is environmentally preferable and what are your plans to improve this offering?*

BI Response:

In order to ensure the reliability, durability, and in-field effectiveness of our materials and monitoring equipment, BI considers many of our environmentally preferable manufacturing and production directives proprietary information. BI voluntarily works to comply with two major environmental directives, the Waste Electrical and Electronic Equipment (WEEE) directive, and the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS). Both WEEE and RoHS became European Law in February 2003.

BI works to comply with WEEE and RoHS by:

- Recycling batteries, electrical switchboards, and transmitter latches and straps. When customers send equipment back to BI, we re-use or recycle the components. If we cannot re-use a component, we send it back to the supplier where it is ground down and redistributed.
- Recycling cardboard, paper, aluminum, glass, and some plastics. Recycling bins for paper, plastic, cans, glass, and cardboard are easily accessible inside the building. Individual offices and cubicles are furnished with bins for recycling paper.
- Shipping the majority of equipment orders in plastic cases, which are durable and can be re-used four to five times longer than previous cardboard shipping containers. Packaging for supplier parts also contains recycled content.
- Using recycled paper for marketing items such as solicitation responses, pamphlets, and flyers.
- Wherever possible, replacing light bulbs with fluorescent lights that contain low-energy ballasts. Fluorescent lights are an energy efficient option due to the fact that they use less power and tend to last longer than light bulbs.

Additional Information (G.5.f.)

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

BI Response:

BI is uniquely positioned to support the City's needs for its Offender Monitoring program. BI is also uniquely qualified to lead the national partnership for Offender Monitoring with U.S. Communities. We can provide the optimal solutions and key capabilities necessary to fulfill the City's particular needs while also sustaining the national scope of sales and support that will be critical to the success of this program:

- **Leader and Innovator in the Electronic Monitoring Industry.** Over 70,000 offenders are monitored nationwide using BI equipment, either directly, through agency monitoring programs or through community correction partners.
- **Large Field Sales Organization.** Comprised of 30 team members located across the country, these dedicated experts drive sales volumes and also provide program development, on-site support, and comprehensive training to our customers. In addition, BI has a large team devoted solely to creating and updating training curricula. These specialists will ensure that agencies across the country receive the support and services required by this contracting vehicle.
- **Financial Stability, Longevity, and Expertise.** BI is a division of The GEO Group, Inc. (GEO), a leading provider of correctional management services, mental health services, and residential and community-based treatment. Supported by GEO's annual revenues of \$1.6 billion, BI's strong financial resources offer a responsive and comprehensive support structure as well as industry-leading technologies.
- **Infrastructure in Place to Support Complex National Programs.** BI has the infrastructure and expertise in place to support the U.S. Communities national program. This fact is demonstrated by our ability to successfully support over 900 contracts with vastly divergent program requirements.
- **Proven and Reliable Provider.** As the incumbent provider of monitoring solutions for the City, BI can continue to deliver an array of benefits and advantages to the program, such as:
 - Full integration is already in place. No transition is required—enabling speed and lowering cost.
 - Our familiarity with the City's specific needs and our success in fulfilling those requirements are proven.
 - Our dedication has been demonstrated over the years through our performance and responsiveness.

ExacuTrack™ - FIELD

WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on ExacuTrack™ field equipment. For the purposes of this warranty, ExacuTrack™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Tracking Unit, (ii) Transmitter, and (iii) Base Station (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

**HOMEGUARD™- FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE**

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI Home Escort™ field equipment. For the purposes of this warranty, BI Home Escort™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

BI INCORPORATED VOICE VERIFICATION SYSTEM

SOFTWARE LICENSE, SUPPORT AND WARRANTY

SOFTWARE LICENSE

BI Incorporated Voice Verification Software (the "Software") is licensed (not sold) to Customer from the initial shipment date on a perpetual basis unless otherwise terminated (the "License Term"). Software, whether developed by BI or any other party, include all or any part of: (i) all copies made by or for Customer, (ii) related supporting materials; and (iii) that portion of the Software which may be part of modifications or derivatives developed by or for Customer.

1. Use - During the License Term, BI grants Customer a personal, limited and non-exclusive license, with no right to sublicense, to use the Software. BI reserves the right to limit the use of the Software to a specific computer designated by product, model and serial number. Unless otherwise specified on or within the Software or its container(s), Customer may not, except for archive purposes: (i) distribute, sublicense or copy any portion of the Software, (ii) modify decompile, disassemble, decrypt, extract or otherwise reverse engineer the Software, (iii) transfer the Software and license to another party, (iv) prepare derivative works from the Software, (v) transmit the Software electronically by any means, or (vi) use the Software in multiple computer or multiple user arrangements unless that use is covered by individual license for each computer or user. Other rights, restrictions or declarations pertaining to the Software may be specified on or within Software Products or their container(s).

2. General - Customer agrees that the Software belong to BI or BI's suppliers and it shall keep confidential and use its best efforts to prevent and protect the contents of the Software and any manuals for the Software from unauthorized disclosure or use. Customer's license(s) terminates for the Software, (i) upon Customer's termination of an Equipment Schedule which includes the Software, (ii) if when the Software is furnished for use on specified equipment, then when Customer no longer has possession of that equipment; or (iii) if Customer fails to comply with the license terms and conditions. Upon termination of the license, Customer agrees to either (i) promptly and without demand return the Software to BI, or (ii) destroy any and all copies of the Software.

3. Limitation of Liability - IN NO EVENT WILL BI INCORPORATED BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF BI INCORPORATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall BI Incorporated's liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the license fee charged by BI Incorporated.

WARRANTY

1. General - BI provides no warranties on this equipment. The manufacturer's warranties and underlying service, if any, are conveyed to customer through BI. Customer will be responsible for the proper use, management and supervision of the equipment. Customer agrees that BI will not be liable for any damages caused by customer's failure to fulfill these responsibilities.

2. Exclusions - THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE EQUIPMENT IS IMPERVIOUS TO TAMPERING. IN NO EVENT WILL BI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE OR USE OF THE EQUIPMENT PROVIDED UNDER THE AGREEMENT, OR ARISING OUT OF THE CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES UNDER THE AGREEMENT. BI SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THE AGREEMENT WHICH IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND ITS CONTROL. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS SUBJECT TO OR USING THE EQUIPMENT

BI SUPPORT

1. Coverage Term - If the Equipment is acquired under a purchase agreement, then BI Support is available to the Customer for a period of twelve (12) months from the date of shipment (the "Coverage Term"). If the Equipment is acquired under a lease or lease financing agreement with BI, then BI Support is available to the Customer for the payment term of the Equipment Schedule (the "Coverage Term") as follows:

- (i) The first twelve (12) months of the Equipment Schedule shall include BI Support at no charge to the Customer.
- (ii) Unless otherwise specified, any Equipment Schedule with a payment term exceeding twelve months shall include at the thirteenth month through expiration, BI Support as Extended Maintenance. The Extended Maintenance is chargeable and is

incorporated into the monthly payments of the Equipment Schedule. A breakdown of the monthly payment into principle, interest and Extended Maintenance is set forth on the BI amortization of the Equipment Schedule.

2. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's hardware and/or software. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

3. On-Site Support - Qualifying equipment (CPU, Terminal/Monitor, Keyboard and Printer) is eligible for On-site repair by BI, or its designee. In the event of a problem with the qualifying equipment, the customer may contact the BI Customer Business Services Department. The Customer Business Services Department will diagnose the problem and determine the need for On-site repair. BI's designee will make every effort to contact the Customer within four (4) hours from the Customer Business Services Department's determination that On-site repair is required. BI's Customer Business Services Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

4. Advance Replacement - Equipment items which are not eligible for On-site repair, are subject to advance replacement. These items include, but are not limited to the UPS, modems and cables. In the event of a problem, the customer may contact the BI Customer Business Services Department. The Customer Support Department will diagnose the problem and determine the need for advance replacement of an item. In the event it is determined that an item is to be advance replaced, such item will be sent to the Customer F.O.B. Destination, 2nd day delivery. Customer agrees that it will promptly return to BI the defective item in accordance with BI's RMA Policy. All replaced items will become the property of BI on an exchange basis.

5. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with ground delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Business Services Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

ALCOHOL MONITORING DEVICE
WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on the Alcohol Monitoring Device product identified by the BI Incorporated trademark, trade name or logo (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management, supervision and calibration of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service/calibration under this warranty shall be returned in accordance with BI's RMA policy.

5. Calibration - The Equipment requires calibration once every six (6) months (the "Calibration Period"). Customer is entitled to two calibrations from BI during the Coverage Term. It is the Customer's responsibility to ensure that the Equipment's calibration is maintained. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is not calibrated within the Calibration Period. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is calibrated by a source other than BI.

6. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

7. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OF ALCOHOL UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

8. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

9. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924.

10. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

SL2

WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Reseller as specifically defined in the Agreement which incorporates this document. The term "BI" used herein shall refer to BI Incorporated and its agents, representatives and employees. The term "Affiliated Entities" shall refer to BI's parents, subsidiaries, and affiliates, and SOBERLINK, INC., the manufacturer of the SL2. This warranty is provided only on the SL2 alcohol monitoring device (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Except as provided herein, BI provides the Equipment "as is". Customer will be responsible for the proper use, management, supervision and calibration of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect. This warranty is limited to Customer and is not transferable to, or enforceable by, any subsequent owner. Any such transfer shall void the Warranty provided hereunder.

2. Term - The warranty coverage provided hereunder is available to Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service/calibration under this warranty shall be returned in accordance with BI's RMA policy described in Section 9.

5. Calibration - The Equipment tracks the number of tests performed. After every 1500 tests ("Calibration Period"), Customer should send the Equipment to BI for a calibration check. It is the Customer's responsibility to ensure that the Equipment's calibration is maintained. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is not calibrated within the Calibration Period. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is calibrated by a source other than BI.

6. Technical Support - Technical Support entitles Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

7. Exclusions and Disclaimers - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by Customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, service performed by anyone other than BI or its designee, operation of the Equipment outside its intended or permitted use described by BI, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations to the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OF ALCOHOL UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. BI DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT WILL BE ERROR-FREE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL. TO THE EXTENT PERMITTED BY THE LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, BI SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF BI CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY BI IN ITS SOLE DISCRETION. THE AFFILIATED ENTITIES MAKE NO WARRANTIES TO CUSTOMER.

8. Limitation of Liability - BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment. EXCEPT AS PROVIDED IN THIS WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BI AND THE AFFILIATED ENTITIES ARE NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE OR INCOME; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS FROM A CONTRACT); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; OR LOSS OF REPUTATION.

9. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Customer with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number, will be charged back to Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty (50) SL2 units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Business Services Department is available to Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

10. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of the Equipment's receipt by BI, the Equipment will be returned and Customer will be subject to the minimum service charge of \$50.00.

ALCOHOL MONITORING DEVICE
WARRANTY AND SUPPORT COVERAGE

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on the Alcohol Monitoring Device product identified by the BI Incorporated trademark, trade name or logo (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management, supervision and calibration of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service/calibration under this warranty shall be returned in accordance with BI's RMA policy.

5. Calibration - The Equipment requires calibration once every six (6) months (the "Calibration Period"). Customer is entitled to two calibrations from BI during the Coverage Term. It is the Customer's responsibility to ensure that the Equipment's calibration is maintained. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is not calibrated within the Calibration Period. In no event does BI warrant the accuracy of the Equipment's alcohol readings if the Equipment is calibrated by a source other than BI.

6. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

7. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, temperature or environmental conditions causing water in the units to freeze, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OF ALCOHOL UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

8. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

9. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with ground delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

10. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

Exhibit B

(Exhibit on Following Page)

Offender Monitoring Products, Services, and Solutions

City and County of Denver on Behalf of U.S. Communities

Cost Proposal — BAFO

RFP #0790A

Due:

November 15, 2013, 12:00 P.M. MST

Prepared by:

BI Incorporated
6400 Lookout Road
Boulder, CO 80301
303.218.1000

Contact:

Scott McCool
Western Regional Sales Manager
303.218.1056
Scott.McCool@bi.com



BI Incorporated
6400 Lookout Road
Boulder, CO 80301

Tel: 303.218.1000
800.241.2911
Fax: 303.218.1250

November 15, 2013

City & County of Denver Purchasing Division
201 W. Colfax Avenue
Dept. 304, 11th Floor
Denver, CO 80202

Attn: Mr. Curtis Subia, Associate Buyer

Re: Offender Monitoring Products, Services, and Solutions RFP #0790A — **Cost Proposal, BAFO**
Due **November 15, 2013, 12:00 P.M. MST**

Dear Mr. Subia:

Pursuant to your request, B.I. Incorporated (“BI”) appreciates the opportunity to submit this Best and Final Offer (BAFO) proposal to fulfill the needs of the City and County of Denver (“the City”) and U.S. Communities. To support the requirements of the Offender Monitoring Products, Services, and Solutions program, BI has developed this proposal, which outlines how we will fulfill the needs of the City and Participating Public Agencies, including electronic monitoring equipment, installation, retrieval, maintenance, training, software, and monitoring services.

This proposal is valid for 180 calendar days from the submittal date.

Pursuant to RFP instructions, BI’s proposal consists of two volumes:

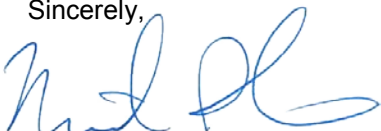
- **Technical** — Responds to RFP requirements and describes how BI’s proposed solution will fulfill the solicitation objectives.
- **Cost (*enclosed*)** — Provides the required pricing information for BI’s proposed solution.

Pursuant to RFP instructions, the required hard and electronic copies are provided: 3 original hard copies and 10 electronic copies (on CD) for each volume. Electronic/soft copies are certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc.

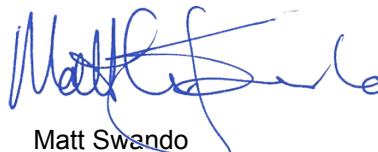
If you would like any additional information, please do not hesitate to contact the following. Mr. Swando will be the City’s primary point of contact during clarifications or negotiations, authorized to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of BI. Mr. Pharris is authorized to bind BI to the terms and conditions presented in BI’s proposal.

Thank you for your consideration.

Sincerely,



Michael Pharris
Assistant Secretary
303.218.1345
Michael.Pharris@bi.com



Matt Swando
Vice President of Sales
303.218.1011
Matt.Swando@bi.com



Contents

| | |
|--|----------|
| Tab 1: Attachment 1 Pricing | 1 |
| 1. Pricing Structures and Service Levels Offered for Consideration..... | 1 |
| 2. Above Categories Including Monitoring and Installation/Deactivation | 2 |
| 3. Tiered National Pricing | 3 |
| Tab 2: Pricing Incentives or Rebates | 8 |
| Tab 3: Pricing for Related Products, Services, and Solutions | 9 |

Tab 1: Attachment 1 Pricing

1. Pricing Structures and Service Levels Offered for Consideration

This pricing structure assumes all entry and installation is conducted by City personnel. BI's proposed pricing is Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

Pricing is based on the City's current unit counts. Pursuant to RFP requirements, City pricing aligns with National Tiered rates.

| Category | Base Price | Unlimited L&D ¹ |
|--|---------------|----------------------------|
| a. Active/Passive/ Hybrid GPS Tracking | | |
| ExacuTrack One Active (1.30.A30 ZX) | \$3.25 | +\$0.60 |
| ExacuTrack One Hybrid (1.30.A0 ZX) | \$4.40 | +\$0.60 |
| ExacuTrack One Passive (1.720.A0 NZ) | \$4.20 | +\$0.60 |
| b. Radio Frequency (RF) Tracking | | |
| HomeGuard 200 (landline) | \$1.60 | +\$0.25 |
| HomeGuard 206 (cellular) | \$2.85 | +\$0.40 |
| c. Video and/or Voice Tracking/Verification/Message Reporting | | |
| VoicelD | \$0.39/call | — |
| Self-Report | \$0.49/action | — |
| d. Alcohol Monitoring | | |
| Sobriator | \$2.78 | +\$0.65 |
| SL2 | \$6.50 | +\$0.50 |
| e. Continuous Alcohol Monitoring | | |
| TAD | \$6.05 | +\$1.19 |
| TAD Cellular | \$7.71 | +\$1.42 |
| f. Continuous Alcohol Monitoring/RF Tracking | | |
| TAD + RF | \$6.35 | +\$1.19 |
| TAD Cellular + RF | \$8.01 | +\$1.42 |
| g. Related Products, Services and Solutions | | |
| NOTE: See Tab 3 on page 9 | | |

1. L&D = Lost and Damaged units. This price is in addition to the Base Price.

2. Above Categories Including Monitoring and Installation/Deactivation

This pricing structure assumes all entry and installation is conducted by *Vendor* personnel. BI's proposed pricing is Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

Pricing is based on the City's current unit counts.

| Category | Base Price | Unlimited L&D ¹ | |
|--|-----------------|----------------------------|------------------|
| a. Active/Passive/ Hybrid GPS Tracking | | | |
| ExacuTrack One Active (1.30.A30 ZX) | \$3.25 | +\$0.60 | |
| ExacuTrack One Hybrid (1.30.A0 ZX) | \$4.40 | +\$0.60 | |
| ExacuTrack One Passive (1.720.A0 NZ) | \$4.20 | +\$0.60 | |
| b. Radio Frequency (RF) Tracking | | | |
| HomeGuard 200 (landline) | \$1.60 | +\$0.25 | |
| HomeGuard 206 (cellular) | \$2.85 | +\$0.40 | |
| c. Video and/or Voice Tracking/Verification/Message Reporting | | | |
| VoicelD | \$0.39/call | — | |
| Self-Report | \$0.49/action | — | |
| d. Alcohol Monitoring | | | |
| Sobrietor | \$2.78 | +\$0.65 | |
| SL2 | \$6.50 | +\$0.50 | |
| e. Continuous Alcohol Monitoring | | | |
| TAD | \$6.05 | +\$1.19 | |
| TAD Cellular | \$7.71 | +\$1.42 | |
| f. Continuous Alcohol Monitoring/RF Tracking | | | |
| TAD + RF | \$6.35 | +\$1.19 | |
| TAD Cellular + RF | \$8.01 | +\$1.42 | |
| g. Related Products, Services and Solutions | | | |
| NOTE: See Tab 3 on page 9 | | | |
| Additional Service | Price | | |
| Installations ² | ALOS 76-85 Days | ALOS 86-95 Days | ALOS 96-105 Days |
| | +\$1.72 | +\$1.60 | +\$1.60 |
| Data Entry | +\$0.13 | | |

1. L&D = Lost and Damaged units. This price is in addition to the Base Price.
2. Installs are performed by BI at the offender's home. ALOS = Average Length of Stay. ALOS directly impacts cost due to labor intensity.

3. Tiered National Pricing

The proposed pricing presents volume (quantity) thresholds for all items in 1 and 2 above. City pricing corresponds with the discount structure proposed nationally.

| Category | Base Price | Unlimited L&D ¹ |
|---|------------|----------------------------|
| a. Active/Passive/ Hybrid GPS Tracking | | |
| ExacuTrack One Active (1.30.A30 ZX) | | |
| 1 – 25 units | \$4.50 | +\$0.60 |
| 26 – 50 units | \$4.50 | +\$0.60 |
| 51 – 75 units | \$4.20 | +\$0.60 |
| 75 – 100 units | \$4.20 | +\$0.60 |
| 101 – 125 units | \$3.70 | +\$0.60 |
| 126 – 150 units | \$3.60 | +\$0.60 |
| 151 – 175 units | \$3.25 | +\$0.60 |
| 176 – 200 units | \$3.25 | +\$0.60 |
| 201 – 500 units | \$3.25 | +\$0.60 |
| 501+ units | \$3.20 | +\$0.60 |
| ExacuTrack One Hybrid (1.30.A0 ZX) | | |
| 1 – 25 units | \$4.40 | +\$0.60 |
| 26 – 50 units | \$4.40 | +\$0.60 |
| 51 – 75 units | \$4.10 | +\$0.60 |
| 75 – 100 units | \$4.10 | +\$0.60 |
| 101 – 125 units | \$3.60 | +\$0.60 |
| 126 – 150 units | \$3.50 | +\$0.60 |
| 151 – 175 units | \$3.15 | +\$0.60 |
| 176 – 200 units | \$3.15 | +\$0.60 |
| 201 – 500 units | \$3.15 | +\$0.60 |
| 501+ units | \$3.15 | +\$0.60 |
| ExacuTrack One Passive (1.720.A0 NZ) | | |
| 1 – 25 units | \$4.20 | +\$0.60 |
| 26 – 50 units | \$4.20 | +\$0.60 |
| 51 – 75 units | \$3.90 | +\$0.60 |
| 75 – 100 units | \$3.90 | +\$0.60 |
| 101 – 125 units | \$3.50 | +\$0.60 |
| 126 – 150 units | \$3.45 | +\$0.60 |
| 151 – 175 units | \$3.15 | +\$0.60 |
| 176 – 200 units | \$3.15 | +\$0.60 |
| 201 – 500 units | \$3.10 | +\$0.60 |
| 501+ units | \$3.10 | +\$0.60 |

| Category | Base Price | Unlimited L&D ¹ |
|--|---------------|----------------------------|
| b. Radio Frequency (RF) Tracking | | |
| HomeGuard 200 (landline) | | |
| 1 – 25 units | \$2.35 | +\$0.45 |
| 26 – 50 units | \$2.35 | +\$0.45 |
| 51 – 75 units | \$2.35 | +\$0.45 |
| 75 – 100 units | \$2.35 | +\$0.45 |
| 101 – 125 units | \$1.90 | +\$0.45 |
| 126 – 150 units | \$1.60 | +\$0.25 |
| 151 – 175 units | \$1.60 | +\$0.25 |
| 176 – 200 units | \$1.60 | +\$0.25 |
| 201 – 500 units | \$1.60 | +\$0.25 |
| 501+ units | \$1.60 | +\$0.25 |
| HomeGuard 206 (cellular) | | |
| 1 – 25 units | \$3.95 | +\$0.65 |
| 26 – 50 units | \$3.95 | +\$0.65 |
| 51 – 75 units | \$2.85 | +\$0.40 |
| 75 – 100 units | \$2.85 | +\$0.40 |
| 101 – 125 units | \$2.85 | +\$0.55 |
| 126 – 150 units | \$2.80 | +\$0.55 |
| 151 – 175 units | \$2.80 | +\$0.55 |
| 176 – 200 units | \$2.80 | +\$0.55 |
| 201 – 500 units | \$2.80 | +\$0.55 |
| 501+ units | \$2.75 | +\$0.55 |
| c. Video and/or Voice Tracking/Verification/Message Reporting | | |
| VoicelD | \$0.39/call | — |
| Self-Report | \$0.49/action | — |
| d. Alcohol Monitoring | | |
| Sobrietor | | |
| 1 – 25 units | \$2.75 | +\$0.65 |
| 26 – 50 units | \$2.75 | +\$0.65 |
| 51 – 75 units | \$2.75 | +\$0.65 |
| 75 – 100 units | \$2.75 | +\$0.65 |
| 101 – 125 units | \$2.75 | +\$0.65 |
| 126 – 150 units | \$2.75 | +\$0.65 |
| 151 – 175 units | \$2.75 | +\$0.65 |
| 176 – 200 units | \$2.75 | +\$0.65 |
| 201 – 500 units | \$2.75 | +\$0.65 |
| 501+ units | \$2.75 | +\$0.65 |

| Category | Base Price | Unlimited L&D ¹ |
|---|------------|----------------------------|
| SL2 | | |
| 1 – 25 units | \$6.50 | +\$0.50 |
| 26 – 50 units | \$6.50 | +\$0.50 |
| 51 – 75 units | \$6.45 | +\$0.50 |
| 75 – 100 units | \$6.40 | +\$0.50 |
| 101 – 125 units | \$6.16 | +\$0.50 |
| 126 – 150 units | \$6.16 | +\$0.50 |
| 151 – 175 units | \$6.16 | +\$0.50 |
| 176 – 200 units | \$6.16 | +\$0.50 |
| 201 – 500 units | \$6.00 | +\$0.50 |
| 501+ units | \$5.90 | +\$0.50 |
| e. Continuous Alcohol Monitoring | | |
| TAD | | |
| 1 – 25 units | \$6.53 | +\$1.19 |
| 26 – 50 units | \$6.53 | +\$1.19 |
| 51 – 75 units | \$6.35 | +\$1.19 |
| 75 – 100 units | \$6.35 | +\$1.19 |
| 101 – 125 units | \$6.35 | +\$1.19 |
| 126 – 150 units | \$6.35 | +\$1.19 |
| 151 – 175 units | \$6.05 | +\$1.19 |
| 176 – 200 units | \$6.05 | +\$1.19 |
| 201 – 500 units | \$6.05 | +\$1.19 |
| 501+ units | \$6.05 | +\$1.19 |
| TAD Cellular | | |
| 1 – 25 units | \$8.05 | +\$1.42 |
| 26 – 50 units | \$8.05 | +\$1.42 |
| 51 – 75 units | \$8.01 | +\$1.42 |
| 75 – 100 units | \$8.01 | +\$1.42 |
| 101 – 125 units | \$8.01 | +\$1.42 |
| 126 – 150 units | \$8.01 | +\$1.42 |
| 151 – 175 units | \$7.71 | +\$1.42 |
| 176 – 200 units | \$7.71 | +\$1.42 |
| 201 – 500 units | \$7.71 | +\$1.42 |
| 501+ units | \$7.71 | +\$1.42 |

| Category | Base Price | Unlimited L&D ¹ |
|---|------------|----------------------------|
| f. Continuous Alcohol Monitoring/RF Tracking | | |
| TAD + RF | | |
| 1 – 25 units | \$6.53 | +\$1.19 |
| 26 – 50 units | \$6.53 | +\$1.19 |
| 51 – 75 units | \$6.35 | +\$1.19 |
| 75 – 100 units | \$6.35 | +\$1.19 |
| 101 – 125 units | \$6.35 | +\$1.19 |
| 126 – 150 units | \$6.35 | +\$1.19 |
| 151 – 175 units | \$6.05 | +\$1.19 |
| 176 – 200 units | \$6.05 | +\$1.19 |
| 201 – 500 units | \$6.05 | +\$1.19 |
| 501+ units | \$6.05 | +\$1.19 |
| TAD Cellular + RF | | |
| 1 – 25 units | \$8.05 | +\$1.42 |
| 26 – 50 units | \$8.05 | +\$1.42 |
| 51 – 75 units | \$8.01 | +\$1.42 |
| 75 – 100 units | \$8.01 | +\$1.42 |
| 101 – 125 units | \$8.01 | +\$1.42 |
| 126 – 150 units | \$8.01 | +\$1.42 |
| 151 – 175 units | \$7.71 | +\$1.42 |
| 176 – 200 units | \$7.71 | +\$1.42 |
| 201 – 500 units | \$7.71 | +\$1.42 |
| 501+ units | \$7.71 | +\$1.42 |
| g. Related Products, Services and Solutions | | |
| NOTE: See Tab 3 on page 9 | | |

| Optional Service | Price | | |
|--|----------------------|-----------------|--------------------|
| | ALOS 76-85 Days | ALOS 86-95 Days | ALOS 96-105 Days |
| Installations² | | | |
| 1 – 50 units | Requires Negotiation | | |
| 51 – 75 units | +\$1.91 | +\$1.73 | +\$1.60 |
| 75 – 100 units | +\$1.83 | +\$1.65 | +\$1.60 |
| 101 – 125 units | +\$1.79 | +\$1.65 | +\$1.60 |
| 126 – 150 units | +\$1.76 | +\$1.63 | +\$1.60 |
| 151 – 175 units | +\$1.74 | +\$1.61 | +\$1.60 |
| 176 – 200 units | +\$1.73 | +\$1.60 | +\$1.60 |
| 201 – 500 units | +\$1.72 | +\$1.60 | +\$1.60 |
| 501+ units | +\$1.69 | +\$1.60 | +\$1.60 |
| Data Entry | +\$0.13 | | |
| Escalation Calls³ | Up to 3 Calls | | >3 Calls |
| | +\$0.60 | | +\$1.58 |
| Call Client | +\$0.58 | | |
| Close Open Alerts | +\$0.02 | | |
| Conference Calls On-Demand | +\$0.22 | | |
| BI-Assisted Locate Requests and Text/Audio Messages to Trackers | +\$0.11 | | |

1. L&D = Lost and Damaged units. This price is in addition to the Base Price.
2. Installs are performed by BI at the offender's home. ALOS = Average Length of Stay. ALOS directly impacts cost due to labor intensity.
3. Escalation Calls are manual notification call attempts made by BI's Monitoring Operations center to agency personnel.

Tab 2: Pricing Incentives or Rebates

Pricing incentives and rebates for Participating Public Agencies are incorporated into BI's Tiered National Pricing.

Tab 3: Pricing for Related Products, Services, and Solutions

BI's proposed pricing for related products, services, and solutions is provided below.

Product Purchase Pricing

| Product | Purchase Price |
|-------------------------------|----------------|
| ExacuTrack One | \$2,100.00 |
| HomeGuard 200 | \$1,200.00 |
| HomeGuard 206 | \$2,100.00 |
| Sobrietor | \$1,808.97 |
| SL2 | \$800.00 |
| TAD | \$2,569.13 |
| TAD Cellular | \$3,500.00 |
| Host System: TotalAccess 500 | \$65,648.70 |
| Host System: TotalAccess 1000 | \$126,952.14 |

Optional Service Program Pricing

| Optional Service | Price |
|--|-------------------|
| Core Day Reporting Center (Core DRC) Program | \$19,770.83/month |
| Jail Employment Education Program (JEEP) Program | \$11,500.00/month |

November 15, 2013

City & County of Denver Purchasing Division
201 W. Colfax Avenue
Dept. 304, 11th Floor
Denver, CO 80202

Attn: Mr. Curtis Subia, Associate Buyer

Re: Offender Monitoring Products, Services, and Solutions RFP #0790A
Due November 15, 2013

Dear Mr. Subia:

BI Incorporated ("BI") appreciated the opportunity to discuss our proposal in the meeting on November 7th. Pursuant to your instructions, this letter provides our responses to the requested clarification questions discussed in the meeting.

Question 1:

How do you plan to manage a U.S. Communities award in regards to your existing WSCA contract? Explain how you would lead with U.S. Communities?

Answer 1:

BI customers place a significant value on the full continuum of electronic monitoring products and services designed and supported by a single vendor. As such, should U.S. Communities select BI as the sole supplier on the national contract (understanding that City & County of Denver may choose to award differently), BI will engage WSCA for the termination of its agreement. U.S. Communities will become the only competitively bid national cooperative procurement vehicle that BI holds. Please note that BI has adjusted pricing with this clarification as noted in response to Question 3 and the enclosed BAFO Cost Proposal. To maintain its competitive advantage, BI will conduct annual audits to ensure that pricing and services are advantageous to participating agencies.

Question 2:

Please describe in more detail how your partnership with SoberLink would operate outside the criminal justice market.

Answer 2:

Pursuant to the request at the November 7 meeting, SOBERLINK has granted BI the right to sell to non-criminal justice markets. However, further definition of those rights must be discussed and agreed upon. BI is currently in the process of evaluating this opportunity to determine the impact to both risk and insurance. BI will have the analysis completed prior to contract execution.

As currently contemplated, BI will serve as prime contractor for both criminal justice and non-criminal justice markets under a resulting U.S. Communities award in order to serve participating agencies seamlessly. As with all products and services, BI reserves the right to negotiate the terms of the offering to ensure that the offering does not fall outside the scope of our purview.

Question 3:

Provide details on the products currently offered through WSCA. Provide an analysis and breakdown of how pricing compares to WSCA, keeping in mind the U.S. Communities Pricing and Economy commitments. If necessary, provide updated pricing to meet these commitments.

Answer 3:

The only BI products common to both WSCA and U.S. Communities are Sobrietor and TAD. The following chart lists tiered pricing and correlating daily rates for each contract. Enclosed, please find a revised BAFO Cost Proposal with the updated pricing listed below.

| US Communities Tiers | BI Proposed BAFO Pricing (10/14/13) | BI Clarification BAFO Pricing (11/15/13) | WSCA Tiers | BI WSCA Pricing |
|---------------------------|-------------------------------------|--|------------|-----------------|
| Sobrietor | | | | |
| 1 – 25 | \$2.78 | \$2.75 | 1 – 50 | \$2.75 |
| 26 – 50 | \$2.78 | \$2.75 | | |
| 51 – 75 | \$2.78 | \$2.75 | 51 – 150 | \$2.75 |
| 75 – 100 | \$2.78 | \$2.75 | | |
| 101 – 125 | \$2.78 | \$2.75 | | |
| 126 – 150 | \$2.78 | \$2.75 | | |
| 151 – 175 | \$2.78 | \$2.75 | 151 – 300 | \$2.75 |
| 176 – 200 | \$2.78 | \$2.75 | | |
| 201 – 500 | \$2.78 | \$2.75 | | |
| 501+ | \$2.78 | \$2.75 | 300+ | \$2.75 |
| TAD — Alcohol Only | | | | |
| 1 – 25 | \$6.53 | \$6.53 | 1 – 50 | \$6.55 |
| 26 – 50 | \$6.53 | \$6.53 | | |
| 51 – 75 | \$6.53 | \$6.35 | 51 – 150 | \$6.55 |
| 75 – 100 | \$6.53 | \$6.35 | | |
| 101 – 125 | \$6.53 | \$6.35 | | |
| 126 – 150 | \$6.53 | \$6.35 | | |
| 151 – 175 | \$6.38 | \$6.05 | 151 – 300 | \$6.40 |
| 176 – 200 | \$6.38 | \$6.05 | | |
| 201 – 500 | \$6.38 | \$6.05 | | |
| 501+ | \$6.33 | \$6.05 | 300+ | \$6.35 |
| TAD + RF | | | | |
| 1 – 25 | \$6.63 | \$6.53 | 1 – 50 | \$6.55 |
| 26 – 50 | \$6.63 | \$6.53 | | |
| 51 – 75 | \$6.63 | \$6.35 | 51 – 150 | \$6.55 |
| 75 – 100 | \$6.63 | \$6.35 | | |
| 101 – 125 | \$6.63 | \$6.35 | | |
| 126 – 150 | \$6.63 | \$6.35 | | |
| 151 – 175 | \$6.48 | \$6.05 | 151 – 300 | \$6.40 |
| 176 – 200 | \$6.48 | \$6.05 | | |
| 201 – 500 | \$6.48 | \$6.05 | | |
| 501+ | \$6.43 | \$6.05 | 300+ | \$6.35 |

| US Communities Tiers | BI Proposed BAFO Pricing (10/14/13) | BI Clarification BAFO Pricing (11/15/13) | WSCA Tiers | BI WSCA Pricing |
|------------------------------------|-------------------------------------|--|------------|-----------------|
| TAD Cellular — Alcohol Only | | | | |
| 1 – 25 | \$8.05 | \$8.05 | 1 – 50 | \$8.05 |
| 26 – 50 | \$8.05 | \$8.05 | | |
| 51 – 75 | \$8.05 | \$8.01 | 51 – 150 | \$8.05 |
| 75 – 100 | \$8.05 | \$8.01 | | |
| 101 – 125 | \$8.05 | \$8.01 | | |
| 126 – 150 | \$8.05 | \$8.01 | | |
| 151 – 175 | \$7.90 | \$7.71 | 151 – 300 | \$7.90 |
| 176 – 200 | \$7.90 | \$7.71 | | |
| 201 – 500 | \$7.90 | \$7.71 | | |
| 501+ | \$7.85 | \$7.71 | 300+ | \$7.75 |
| TAD Cellular + RF | | | | |
| 1 – 25 | \$8.15 | \$8.05 | 1 – 50 | \$8.05 |
| 26 – 50 | \$8.15 | \$8.05 | | |
| 51 – 75 | \$8.15 | \$8.01 | 51 – 150 | \$8.05 |
| 75 – 100 | \$8.15 | \$8.01 | | |
| 101 – 125 | \$8.15 | \$8.01 | | |
| 126 – 150 | \$8.15 | \$8.01 | | |
| 151 – 175 | \$8.00 | \$7.71 | 151 – 300 | \$7.90 |
| 176 – 200 | \$8.00 | \$7.71 | | |
| 201 – 500 | \$8.00 | \$7.71 | | |
| 501+ | \$7.95 | \$7.71 | 300+ | \$7.75 |

Question 4:

Please propose your concept that would best demonstrate our shared commitment to inclusion and supplier diversity.

Answer 4:

BI is committed to providing opportunities for small, disadvantaged, minority owned, veteran, and women owned businesses to excel as partners and suppliers of goods and services at all levels of the corporation. We support the development and growth of these suppliers through numerous mutually beneficial educational and mentoring opportunities. We will also actively participate in local and/or national organizations whose purpose is to stimulate the growth of these businesses.

By expanding and fortifying our world class supplier base in this manner, we enhance the value of our products and services. In addition, our communities and the communities of our customers also benefit from the success of these diverse businesses.

Supplier diversity is a key component of many of our customers' requirements. BI's Supplier Diversity program is part of our relentless pursuit of creating distinctive value and delighting our customers.



The following table lists our goals for 2013 as well as actual participation for the year to date (YTD). This table also demonstrates our commitment

| Category | Goal | Actual YTD |
|---------------------|------|------------|
| Small Business | 10% | 20% |
| Woman Owned | 3% | 10% |
| Minority Owned | 3% | 9% |
| Small Disadvantaged | 3% | 6% |
| Veteran Owned | 3% | 4% |
| Vietnam Vet Owned | 3% | 2% |
| Disabled Vet Owned | 3% | 2% |

Question 5:

Please provide the aspects of your proposal that would demonstrate our shared commitment to environmentally preferred purchasing.

Answer 5:

BI voluntarily works to comply with two major environmental directives, the Waste Electrical and Electronic Equipment Directive (WEEE) and the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS).

- **WEEE** is a directive on waste electrical and electronic equipment that sets collection, recycling, and recovery targets for all types of electrical goods. WEEE aims to minimize the impact of these goods on the environment by increasing re-use and recycling and reducing the amount going to landfills. The directive places the responsibility for the collection, treatment, and disposal of waste electrical and electronic equipment on the manufacturers of such equipment. Distributors are required to allow consumers to return their waste equipment free of charge.
- **RoHS** bans placing new electrical and electronic equipment that contains more than the agreed levels of lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyl (PBB), and polybrominated biphenyl ether (PBDE) flame retardants.

BI works to comply with WEEE and RoHS by:

- Recycling batteries, electrical switchboards, and transmitter latches and straps. When customers send equipment back to BI, we re-use or recycle the components. If we cannot re-use a component, we send it back to the supplier where it is ground down and redistributed.
- Recycling cardboard, paper, aluminum, glass, and some plastics. Recycling bins for paper, plastic, cans, glass, and cardboard are easily accessible inside the building and individual offices and cubicles are furnished with bins for recycling paper.
- Wherever possible, replacing light bulbs with fluorescent lights that contain low-energy ballasts. Fluorescent lights are an energy efficient option due to the fact that they use less power and tend to last longer than light bulbs.
- Recycling paper for marketing items such as solicitation responses, pamphlets, and flyers.

BI is continually looking for new ways to be environmentally responsible.



Question 6:

Please provide a more thorough description of the reporting day centers. What does this cost include? Any additional services that may be offered? How do you propose to provide flexibility and allow ala carte services based on the changing markets in different geographic areas?

Answer 6:

The following table breaks our proposed Day Reporting Center (DRC) offering into program design components. Our previously submitted proposal includes a base monthly rate. This table outlines the design components that are included in that rate.

To meet the specific needs of individual customers and allow for program customization according to these needs, we offer additional design components that a customer can choose to implement at an additional charge. These additional design components are indicated in the following table, and we will work with the agency to negotiate the charge for these components as selected.

The proposed monthly pricing includes national average cost of labor assumptions. BI can provide comparative data to participating agencies through the contract negotiation process to allow for changes in cost of labor by agency jurisdiction.

| Program Design Components | | Included in Base Price | Additional Charge |
|---------------------------|---|------------------------|-------------------|
| Population | Pre-Trial | X | |
| | Sentenced | X | |
| | Probation | X | |
| | Parole - Reentry | X | |
| | Parole - Technical Violator | X | |
| | Risk Level | X | |
| | Exclusionary Criteria | X | |
| Assessment | Customer Provides Risk/Needs Assessment | X | |
| | Our DRC Staff Provide Risk Needs Assessment | X | |
| | Supporting Assessment — Substance Abuse | | X |
| | Supporting Assessment — CEST | X | |
| | Supporting Assessment — CTS | X | |
| | Supporting Assessment — Vocational Assessment | | X |
| | Supporting Assessment — URICA | X | |
| Mental Health Screening | X | | |
| Responsivity | Individualized Treatment Plan | X | |
| | Staff Certified in Motivational Interviewing | X | |
| | Behavior Management System with Rewards and Sanctions | X | |
| | Gender Responsive groups | X | |
| | Culturally Sensitive Treatment | X | |
| Dosage | DRC open 5 days/week (45 hours per week total) | X | |
| | DRC open 12 hours per day, 5 days/week | | X |
| | DRC open 12 hours per day, 6 days/week | | X |
| | DRC open 12 hours per day, 7 days/week | | X |
| | 3 – 5 hours of services per participant per week | X | |
| | 8 – 10 hours of services per participant per week | | X |
| | 10 – 15 hours of services per participant per week | | X |



| Program Design Components | | Included in Base Price | Additional Charge |
|---------------------------|--|------------------------|-------------------|
| | Over 15 hours of services per participant per week | | X |
| | Individual and Group Cognitive Behavioral Interventions (CBI): | — | — |
| | • Individual CBI | X | |
| | • Criminal Thinking | X | |
| | • Substance Abuse | | X |
| | • Life Skills | | X |
| | • Anger Management | | X |
| | • Family Reintegration | | X |
| | • GED Preparation | | X |
| | • Employment | | X |
| • Domestic Violence | | X | |
| Accountability | Customer provides drug screening | X | |
| | Our DRC staff provides drug screening | | X |
| | Breathalyzers | X | |
| | Check-Ins | X | |
| | Electronic Monitoring — RF | | X |
| | Electronic Monitoring — GPS | | X |
| | Electronic Monitoring — Alcohol | | X |
| | Electronic Monitoring — Voice | | X |
| Implementation | 60-Day Startup | X | |
| | Staff: | — | — |
| | • Program Manager | X | |
| | • Case Manager — 1:30 | X | |
| | • Job Developer (if Employment is chosen) | | X |
| | • GED Teacher (if GED Preparation is chosen) | | X |
| | • Substance Abuse Counselor (if substance abuse is chosen) | | X |
| | • Client Services Specialist (if our DRC staff provide drug screening and increased check-ins) | | X |
| | Staff Training | X | |
| | Data Collection and Reporting | X | |
| Quality Assurance Program | X | | |

Population

Our proposed DRC program can serve any of the offender populations indicated. There is no additional charge for the type of offender population(s) to be served.

Assessment

Our base price allows the customer to decide if the DRC program's risk/needs assessment will be administered by their own staff or by our DRC staff. Several supporting assessments are included within the base price. Due to the staffing needs associated with the administration of a substance abuse and/or vocational assessment, these assessments can be included in the program design at an additional charge.



Responsivity

Our base price includes multiple program components designed to provide responsivity to the unique needs of individual participants and the offender population(s) served.

Dosage

We offer customers the flexibility to choose the level of dosage intensity needed to accommodate the risk/needs of the participants to be served. Our base price is for a DRC that is open 5 days a week (45 hours per week total) and that provides 3-5 hours of services per participant each week. For an additional charge, the customer can select from several different levels of increased hours of operation and additional participant services. As the DRC's dosage level (hours of operation/groups) increases, we will provide increased staffing accordingly. Increasing the staffing in accordance with the selected dosage intensity drives the amount of the additional charge.

Accountability

In the base price program, participants only check-in to the DRC in person when they are scheduled for services. At an additional charge, the DRC program can also provide electronic monitoring services.

Implementation

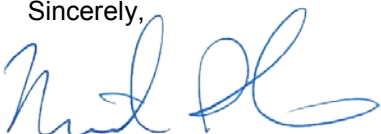
Any additional charges associated with this program design component will be driven by the DRC staff required. Staffing is provided in accordance with the dosage level selected by the customer. For example, if the customer wishes to implement a DRC with substance abuse services, we would provide substance abuse staff who hold the required credentials for this type of treatment.

Our base price includes a Case Manager position, and the 1:30 in the table indicates the average ratio of Case Managers to participants (1 Case Manager would handle a caseload of 30 participants, on average). In the base price program, the Program Manager will also handle a caseload of 20 additional participants, on average, in addition to supervising the Case Manager. However, as the selected dosage level increases, the Case Manager-to-Participant ratio decreases and our Case Managers would handle a smaller caseload accordingly.

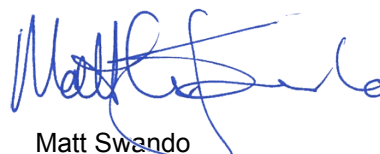
If you would like any additional information, please do not hesitate to contact the following. Mr. Swando will be the City's primary point of contact during clarifications or negotiations, authorized to clarify and/or negotiate all aspects on the scope of services and solutions on behalf of BI. Mr. Pharris is authorized to bind BI to the terms and conditions presented in BI's proposal.

Thank you for your consideration.

Sincerely,



Michael Pharris
Assistant Secretary
303.218.1345
Michael.Pharris@bi.com



Matt Swando
Vice President of Sales
303.218.1011
Matt.Swando@bi.com



Exhibit C

(Exhibit on Following Page)