

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made effective as of January 7, 2015 and entered into 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 located at 6400 Lookout Road, Boulder, Colorado 80301, ("Contractor" or "BI"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an agreement dated March 17, 2014 to perform electronic offender monitoring and related services for various City agencies ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement update the Schedule and Rates.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth the Parties agree as follows:

1. That Article 1 of the Agreement entitled "WORK TO BE PERFORMED" subsection A entitled "Services" is amended to read as follows:

"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-1, the updated Schedule and Rates ("Schedule and Rates"), 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-1. Exhibit A shall control and take precedence over Exhibit B-1. 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."

2. That Article 3 of the Agreement entitled "COMPENSATION AND PAYMENT", subsection B entitled "Payments" is amended to read as follows:

"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 updated Schedule and Rates specified on Exhibit B-1. 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."

3. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]



Contract Control Number: SAFTY-201314300-01

Contractor Name: BI, Inc

By: Ruth Skerjanc

Name: Ruth Skerjanc
(please print)

Title: VP Financial Planning
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: SAFTY-201314300-01

Contractor Name: BI, Inc

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

By _____

By _____



Exhibit B-1

(Exhibit on Following Page)



a **GE** Group Company

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



www.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





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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		
Sobriotor	\$2.78	+\$0.65
SL2	\$6.50	+\$0.50
e. Continuous Alcohol Monitoring		
TAD	\$6.05	+\$1.19
f. Continuous Alcohol Monitoring/RF Tracking		
TAD + RF	\$6.35	+\$1.19
g. TAD Cellular Homebase		
	\$1.52	+\$0.23
h. Related Products, Services and Solutions		
NOTE: See Tab 3 on page 10		

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		
VoiceID	\$0.39/call	—
Self-Report	\$0.49/action	—
d. Alcohol Monitoring		
Sobriotor	\$2.78	+\$0.65
SL2	\$6.50	+\$0.50
e. Continuous Alcohol Monitoring		
TAD	\$6.05	+\$1.19
f. Continuous Alcohol Monitoring/RF Tracking		
TAD + RF	\$6.35	+\$1.19
g. TAD Cellular Homebase		
	\$1.52	+\$0.23
h. Related Products, Services and Solutions		
NOTE: See Tab 3 on page 10		
Additional Service	Price	
Installations ²	ALOS 76-85 Days	ALOS 86-95 Days
	+\$1.72	+\$1.60
		ALOS 96-105 Days
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
76 – 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
76 – 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
76 – 100 units	\$3.90	+\$0.60
101 – 125 units	\$3.50	+\$0.60
126 – 150 units	\$3.40	+\$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
ExacuTrack One (1.720.A0 ZX)		
1 – 25 units	\$4.25	+\$0.60
26 – 50 units	\$4.25	+\$0.60
51 – 75 units	\$3.95	+\$0.60
76 – 100 units	\$3.95	+\$0.60
101 – 125 units	\$3.55	+\$0.60
126 – 150 units	\$3.45	+\$0.60
151 – 175 units	\$3.20	+\$0.60
176 – 200 units	\$3.20	+\$0.60
201 – 500 units	\$3.15	+\$0.60
501+ units	\$3.15	+\$0.60
ExacuTrack One (1.240.A0 ZX)		
1 – 25 units	\$4.30	+\$0.60
26 – 50 units	\$4.30	+\$0.60
51 – 75 units	\$4.00	+\$0.60
76 – 100 units	\$4.00	+\$0.60
101 – 125 units	\$3.60	+\$0.60
126 – 150 units	\$3.50	+\$0.60
151 – 175 units	\$3.25	+\$0.60
176 – 200 units	\$3.25	+\$0.60
201 – 500 units	\$3.20	+\$0.60
501+ units	\$3.20	+\$0.60
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
76 – 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

Category	Base Price	Unlimited L&D ¹
HomeGuard 206 (cellular)		
1 – 25 units	\$3.95	+\$0.65
26 – 50 units	\$3.95	+\$0.65
51 – 75 units	\$2.85	+\$0.40
76 – 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		
VoiceID	\$0.39/call	—
Self-Report	\$0.49/action	—
d. Alcohol Monitoring		
Sobriotor		
1 – 25 units	\$2.75	+\$0.65
26 – 50 units	\$2.75	+\$0.65
51 – 75 units	\$2.75	+\$0.65
76 – 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
SL2		
1 – 25 units	\$6.50	+\$0.50
26 – 50 units	\$6.50	+\$0.50
51 – 75 units	\$6.45	+\$0.50
76 – 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

Category	Base Price	Unlimited L&D ¹
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
76 – 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
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
76 – 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
g. TAD Cellular Homebase		
1 – 25 units	\$1.52	+\$0.23
26 – 50 units	\$1.52	+\$0.23
51 – 75 units	\$1.52	+\$0.23
76 – 100 units	\$1.52	+\$0.23
101 – 125 units	\$1.52	+\$0.23
126 – 150 units	\$1.52	+\$0.23
151 – 175 units	\$1.52	+\$0.23
176 – 200 units	\$1.52	+\$0.23
201 – 500 units	\$1.52	+\$0.23
501+ units	\$1.52	+\$0.23

Category	Base Price	Unlimited L&D ¹
h. ExacuTrack One Landline Downloader		
ExacuTrack One Landline Downloader Rental Charge:	\$0.95 per unit per day*	
<p>*Agency is not entitled to a spares or loss or damage allowance. Each month during the term of the Agreement, Agency is entitled to one (1) ExacuTrack One Landline Downloader at no charge per fifty (50) ExacuTrack One active units.**</p> <p>** "Active Unit": A Unit which is assigned to a person subject to Agency's electronic monitoring program and is being monitored by BI.</p>		
i. Drive-BI Monitor		
Drive-BI Monitor Rental Charge:	\$0.95 per unit per day*	
<p>*Agency is not entitled to a loss or damage allowance. Each month during the term of the Agreement, Agency is entitled to one (1) Drive-BI Monitor at no charge per one hundred (100), alone or in combination thereof, HomeGuard 200, HomeGuard 206, TAD or TAD Cellular active units.**</p> <p>** "Active Unit": A Unit which is assigned to a person subject to Agency's electronic monitoring program and is being monitored by BI.</p>		
j. Related Products, Services and Solutions		
NOTE: See Tab 3 on page 10		

Optional Service ⁵	Price		
	ALOS 76-85 Days	ALOS 86-95 Days	ALOS 96-105 Days
Installations ²			
1 – 50 units	Requires Negotiation		
51 – 75 units	+\$1.91	+\$1.73	+\$1.60
76 – 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 Calls ³	Up to 3 Calls +\$0.60	>3 Calls +\$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		
Self-Pay	+\$0.29 ⁴		

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.
4. \$0.29 per Unit per day for all applicable BI equipment.
5. Optional Services are not applicable to Soberlink SL2 Units.

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	\$3,750.00
Host System: TotalAccess 500	\$65,648.70
Host System: TotalAccess 1000	\$126,952.14
ExacuTrack One Downloader	\$995.00
ExacuTrack One Straps	\$30.00 per strap each side
ExacuTrack One Charger	\$49.00
DRIVE - BI	\$995.00

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



a **GE** Group Company

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
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.

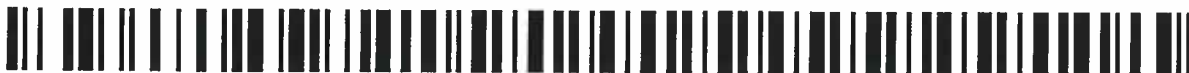
Question 2:

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		
176 – 200	\$7.90	\$7.71	151 – 300	\$7.90
201 – 500	\$7.90	\$7.71		
501+	\$7.85	\$7.71		
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		
176 – 200	\$8.00	\$7.71	151 – 300	\$7.90
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 Manger-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,



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