

**REQUEST FOR LEGISLATIVE ACTION**  
**EXECUTIVE OFFICE**

MAY 13 2019

Completed by County Counselor's Office:

Res/Ord No.: 20161

Sponsor(s): Jeanie Lauer

Date: May 20, 2019

<p><b>SUBJECT</b></p>	<p>Action Requested  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Awarding a Twelve Month Term and Supply Contract for the furnishing of Electronic Monitoring Equipment for the Office of Population Control , Department of Corrections, to BI Monitoring of Boulder, Colorado under the Term and Conditions of the U.S. Communities Government Purchasing Alliance Master Agreement No. 201314300, an existing government contract.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td></td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td></td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td></td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input checked="" type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: Population Control Estimated Use: \$120,000</p> <p>Prior Year Budget (if applicable): \$117,000          Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:		Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:		Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number:	
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Amount budgeted for this item * (including transfers):											
Source of funding (name of fund) and account code number:											
<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):          Prior resolutions and (date): Res. 18660, November 17, 2014</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>RLA drafted by (name, title, &amp; phone): Craig Reich, Senior Buyer, 881-3265</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>The office of Population Control, Department of Corrections, requires a contract for Electronic Monitoring Equipment that monitors individuals that are on house arrest awaiting trial. The office of Population Control uses this equipment for the House Arrest Program which is administered by the County. With this contract, Population Control will be able to lease upgraded equipment to include GPS monitoring and the Transdermal Alcohol Device (TAD) as part of the House Arrest Program, as well as lease the traditional equipment at a reduced cost under this contract.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends a Twelve Month Term and Supply Contract for the furnishing of Electronic Monitoring Equipment for the Office of Population Control to BI Monitoring of Boulder, Colorado under the Term and Conditions of the U.S. Communities Government Purchasing Alliance Master Agreement No. 201314300, an existing government contract.</p> <p>The Director of Finance and Purchasing recommends the award be made under this contract due to the higher volume discounts offered to larger entities.</p> <p>This award is made on an "As Needed" basis and does not obligate Jackson County to pay any specific amount. The availability of funds for Specific purchases is subject to annual appropriations.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department) N/A  <input checked="" type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										
<p><b>COMPLIANCE</b></p>	<p><input type="checkbox"/> MBE Goals</p>										

	<input type="checkbox"/> WBE Goals <input type="checkbox"/> VBE Goals	
ATTACHMENTS	Pertinent pages of U.S. Communities Government Purchasing Alliance Master Agreement No. 20134300.	
REVIEW	Department Director:	Date: 5-10-2019
	Finance (Budget Approval): <i>If applicable</i>	Date: 5/13/2019
	Division Manager:	Date: 5/13/19
	County Counselor's Office:	Date: 5/15/19

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

## ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of February 1st, 2019 , by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and B.I. Incorporated ("Supplier").

### RECITALS

WHEREAS, City and County of Denver ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No.SAFTY-201844994-00 by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of Offender Monitoring Products, Services, and Solutions (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

### ARTICLE I

#### GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By \_\_\_\_\_

Name: Kevin Juhring

Title: President

Supplier:

B.I. Incorporated

By Ruth Skerjanec

Name: Ruth Skerjanec

Title: VP of Financial Planning

**AMENDMENT NO. 1  
TO THE  
ELECTRONIC MONITORING SERVICE AGREEMENT – U.S. COMMUNITIES**

Agreement No. 110514VG1

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This Amendment to the Electronic Monitoring Service Agreement – U.S. Communities ("Agreement") is made between BI INCORPORATED ("BI"), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and JACKSON COUNTY ("Agency") with its principal place of business at 1305 Locust, Rm 101, Kansas City, MO 64106

This Amendment by the stated parties is effective as of the date of Agency's signature and the earlier of either BI's signature or implementation of services as provided herein ("Effective Date").

WHEREAS, Agency has registered with U.S. Communities Government Purchasing Alliance ("U.S. Communities") as a Participating Public Agency under the terms and conditions of the U.S. Communities Master Intergovernmental Cooperative Purchasing Agreement; and

WHEREAS, Agency entered into an Agreement with BI to procure products and services in accordance with the terms and conditions of the Master Agreement No. 201314300<sup>1</sup> by and between the City and County of Denver and BI ("Master Agreement"); and

WHEREAS, the Master Agreement is expiring on January 31, 2019, and the City and County of Denver and BI have entered into a replacement contract with U.S. Communities; and

WHEREAS, Agency and BI wish to incorporate the terms and conditions of the replacement contract into this Agreement.

NOW, THEREFORE, In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. **Terms and Conditions.** Except as specifically set forth herein, this Agreement is subject to the terms and conditions of the replacement Master Agreement which is hereby incorporated herein. Master Agreement No. 201314300 is hereby replaced in its entirety by Master Agreement No. 201844994 (Also referred to as SAFTY-201844994-00).
2. **Equipment and Services.** BI shall provide equipment and services as set forth in the Master Agreement - Exhibit A - Scope of Work, Technical Specifications and Warranty.
3. **Rates and Payment.** Agency shall pay the rates set forth in Schedule A which is attached hereto and hereby made a part of this Agreement. Payment shall be in accordance with the terms and conditions of the Master Agreement.
4. **Term.** The term of this Agreement shall be one year and shall automatically renew for additional one-year periods unless terminated by one of the parties in accordance with the termination provisions of the Master Agreement.

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<sup>1</sup> Also referred to as: SAFTY-201314300-00

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

**BI INCORPORATED**

**JACKSON COUNTY**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Ruth Skerjanec  
\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

VP, Financial Planning  
\_\_\_\_\_  
**Printed Title**

\_\_\_\_\_  
**Printed Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

SCHEDULE A

TO THE  
 ELECTRONIC MONITORING SERVICE AGREEMENT – US COMMUNITIES  
 Agreement No. 110514VG1 ("Agreement")  
 between  
 BI INCORPORATED ("BI")  
 and  
 JACKSON COUNTY ("Agency")

Pursuant to Master Agreement No. 201844994, the cost to Agency for the services rendered by BI shall be as follows:

**Service – Standard Automated**

**SL2 UNIT VOLUME PRICING AND ADDITIONAL SERVICES:**

Unit Quantity	Rental/Spare Charge Per Unit/Per Day	Monitoring Service Charge Per Unit /Per Active Day	Total Charge Per Unit/Per Active Day
1 - 25	\$3.80	\$2.60	\$6.40
26 - 50	\$3.80	\$2.60	\$6.40
51 - 75	\$3.80	\$2.60	\$6.40
76 - 100	\$3.80	\$2.60	\$6.40
101 - 125	\$3.80	\$2.60	\$6.40
126 - 150	\$3.80	\$2.60	\$6.40
151 - 175	\$3.80	\$2.60	\$6.40
176 - 200	\$3.80	\$2.60	\$6.40
201 - 500	\$3.70	\$2.50	\$6.20
501+	\$3.55	\$2.35	\$5.90

**ADDITIONAL SERVICES:**

**Thirty Percent (30%) SL2 Unit No-charge Spares:** Each month during the term of this Agreement, Agency is entitled to keep a quantity of inactive SL2 Units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL2 Units in excess of the 30% allowance, Agency will incur a spare charge per unit per day based on the applicable tier charge for Rental/Spare Charge per Unit/Per Day listed in the table above.

**Unlimited SL2 Unit Loss or Damage:** During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged SL2 Units.

**SL2 Telco Service Charge:** Agency-owned SL2 Units are not subject to a Rental/Spare Charge when they are inactive; however, they continue to incur telecom fees. Therefore, the fees listed below will be applied based on the total Inactive Unit Days in a month. "Inactive Unit Days" are the total purchased units times the number of days in the month, minus the total Active Unit Days for the month and the Spare Allowance. An "Active Unit Day" is any day in which a purchased unit is active in the system. The "Spare Allowance" is 20% of all purchased units times the number of days in the month. Units reported lost or damaged beyond repair can be removed from the total

inventory. This calculation is performed on a monthly basis with no carryover from one month to the next. Credit will not be provided in connection with this calculation.

**Purchased Unit Volume**

0 – 25 Purchased Units -- \$0.60 Telco Fee
26 – 50 Purchased Units --- \$0.55 Telco Fee
51 – 100 Purchased Units --- \$0.50 Telco Fee
101 - 200 Purchased Units -- \$0.45 Telco Fee
201 – 300 Purchased Units -- \$0.40 Telco Fee
300+ Purchased Units --- \$0.35 Telco Fee



Jackson County, Missouri

**AFFIDAVIT**

STATE OF Colorado )  
 ) SS.  
COUNTY OF Boulder )

Ruth Skerjanec of the City of Boulder  
County of Boulder State of Colorado being duly sworn on her or his oath, deposes and says;

1. That I am the VP, Financial Planning (Title of Affiant) of BI, Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

BI, Inc. (Name of Bidder)  
By Ruth Skerjanec (Signature of Affiant)  
VP, Financial Planning (Title of Affiant)

Subscribed and sworn to before me this 22 day of January, 2019  
Laura N. Dickinson

NOTARY PUBLIC in and for the County of Boulder (SEAL)  
State of Colorado

My Commission Expires: August 21, 2022





COUNTY LEGISLATURE  
JACKSON COUNTY, MISSOURI

OFFICE OF COMPLIANCE REVIEW

Tom Wyrch, Director  
cro@JacksonGov.org  
(816)881-3302  
(816)881-1223 Fax

Jackson County Courthouse  
415 E. 12th Street, 2nd Floor  
Kansas City, Missouri 64106  
[www.JacksonGov.org](http://www.JacksonGov.org)

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

Enclosed is your certificate of compliance certifying that you have met the program submission requirement of this office that was established according to Chapter 6, Jackson County. This certificate is valid from January 1, to December 31, 2019.

**In order to maintain compliance status you must send a copy of your Affirmative Action Program within 7 days.**

Your submission is as follows:

Report Due: December 31, 2019

When you bid on future contracts, you must submit a copy of your Certificate of Compliance with each bid.

Thank you for your cooperation, I look forward to a good working relationship with BI Incorporated in implementing your Affirmative Action Program. Please do not hesitate to call me at 816-881-3302 if you have any questions."

Certificate Issued: January 1, 2019

  
COMPLIANCE REVIEW OFFICER  
JACKSON COUNTY, MISSOURI

Enclosure: Certificate / CRO Form

Harry S. Truman Presiding Judge 1927 - 1934