

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://sfsd.mt.gov/>

**T.C. #: WSCA-NASPO 00212**  
**Title: Electronic Monitoring of Offenders**  
**This is a non-exclusive contract.**

<b>CONTRACT TERM</b>	<b>FROM</b>	January 1, 2017	<b>CONTRACT STATUS</b>	NEW (    )
	<b>TO</b>	December 31, 2019		RENEW (x) 1 <sup>st</sup> renewal, 4, 5 and 6 year
<b>VENDOR ADDRESS</b>	BI, Inc. 6400 Lookout Road Boulder, CO 80301		<b>ORDER ADDRESS</b>	
<b>ATTN:</b>	Matt Swando		<b>ATTN:</b>	
<b>PHONE:</b>	303-218-1000		<b>PHONE:</b>	
<b>FAX:</b>	303-218-1461		<b>FAX:</b>	
<b>E-MAIL:</b>	Matt.swando@bi.com		<b>E-MAIL:</b>	

**PRICES:** per Master Contract  
**DELIVERY:** per Master Contract  
**F.O.B.:** per Master Contract  
**TERMS:** per Master Contract

**REMARKS:** link to Master Contract  
<https://fortress.wa.gov/ga/apps/ContractSearch/ContractSummary.aspx?c=00212>

IFB/RFP No.: WSCA-NASPO 00212 | Nichole Orta, CONTRACTS OFFICER DATE: 1/9/2017

**AUTHORIZED SIGNATURE**



## **WSCA/NASPO ELECTRONIC MONITORING OF OFFENDERS**

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### **5.0 ORDERING PROCEDURE**

All orders should contain the following (1) Mandatory Language “This order is subject to WSCA-NASPO Contract # 00212 terms, conditions, specifications and pricing.” (2) Your Name, Address, Contact, & Phone number. (3) Other program requirements as necessary.

### **6.0 CONTRACT TERM**

This contract shall take effect on July 17, 2013 and terminate on December 31, 2013.

### **7.0 CONTRACT RENEWAL**

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed. The contract shall not exceed ten (10) years in duration.

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
Electronic Monitoring of Offenders  
Administered by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT/CONTRACT  
Washington Contract Number: 00212  
Name of Contractor: BI Incorporated,  
(hereinafter "Contractor")

And

Name of participating state/entity: State of Montana  
(hereinafter "Participating State/Entity" or "State")

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1. Scope: This addendum covers the purchase of electronic monitoring of offenders services through Contracts lead by the State of Washington for use by state agencies and other entities located in the State of Montana authorized by that state's statutes to utilize the State of Montana contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use the State of Montana contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a

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subsequent fiscal period. (See section 18-4-313(4), MCA.)

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**REQUIRED INSURANCE:**

**General Requirements.** Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

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**Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

4. [Purposely left blank].

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

**Lead State:**

Name:	Robert Paulson, Jr., C.P.M., Contract Administrator
Address:	State of Washington Department of Enterprise Services, Master Contracts & Consulting PO Box 41411 Olympia, WA 98504-1411
Telephone:	(360) 407-9430
Fax:	(360) 586-2426
E-Mail:	<a href="mailto:robert.paulson@des.wa.gov">robert.paulson@des.wa.gov</a>

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**Contractor:**

Name:	<i>BI Incorporated</i>
Address:	<i>6400 Lookout Road Boulder, CO 80301</i>
Telephone:	<i>303-218-1000</i>
Fax:	<i>303-218-1461</i>
E-Mail:	<i>ma#-swando@bi.com</i>

**Participating Entity:**

Name:	Rhonda R. Grandy
Address:	State of Montana, Department of Administration PO Box 200135 Helena MT 59620-0135
Telephone:	406-444-3320
Fax:	406-444-2529
E-Mail:	<a href="mailto:rhgrandy@mt.gov">rhgrandy@mt.gov</a>

**6. Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "This order is subject to WSCA-NASPO Contract # 00212 terms, conditions, specifications and pricing." (2) Your Name, Address, Contact, & Phone-Number. (3) Other program requirements as necessary.

**7. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases electronic monitoring services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement/Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement/Contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement/Contract number 00212 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between

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**MASTER AGREEMENT/CONTRACT  
 Washington Contract Number: 00212  
 Name of Contractor: BI Incorporated,  
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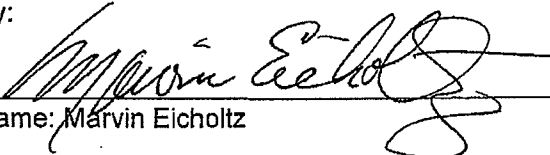

And

Name of participating state/entity: State of Montana  
 (hereinafter "Participating State/Entity" or "State")

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the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement/Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement/Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement/Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor: <i>BI Incorporated</i>
By: 	By: 
Name: Marvin Eicholtz	Name: <i>Michael Pharris</i>
Title: Administrator, General Services Division, Department of Administration, State of Montana	Title: <i>Assistant Secretary</i>
Date:	Date: <i>7-16-13</i>



APPENDIX E PRICE SHEETS

Daily is defined as 12:00 AM to 11:59:59 PM. Bid pricing shall be the not to exceed pricing on a per product/service basis.

CATEGORY 2 – ALCOHOL MONITORING EQUIPMENT AND SERVICE

Description	Qty	Unit	Daily Rate*
<b>Alcohol Monitoring Equipment and Service</b> (Receiver (Home Unit) - Landline)  For Product Bid: Mfg.: <u>BI Incorporated</u> Brand/Model: <u>Sobrietor</u>  (*Daily rate determined on a per customer basis.)	1 - 50	EA	<u>\$1.65</u>
	51 - 150	EA	<u>\$1.65</u>
	151 - 300	EA	<u>\$1.65</u>
	301+	EA	<u>\$1.65</u>
<b>Monitoring Service/Unit (when in use)</b>  (*Daily rate determined on a per customer basis.)	1 - 50	EA	<u>\$1.10</u>
	51 - 150	EA	<u>\$1.10</u>
	151 - 300	EA	<u>\$1.10</u>
	301+	EA	<u>\$1.10</u>
<b>Alcohol Monitoring Equipment and Service</b> (Receiver (Home Unit) - Cellular)  For Product Bid: Mfg.: <u>BI Incorporated</u> Brand/Model: <u>HomeCell</u>  (*Daily rate determined on a per customer basis.)	1 - 50	EA	<u>\$4.65</u>
	51 - 150	EA	<u>\$4.65</u>
	151 - 300	EA	<u>\$4.65</u>
	301+	EA	<u>\$4.65</u>
<b>Monitoring Service/Unit (when in use)</b>  (*Daily rate determined on a per customer basis.)	1 - 50	EA	<u>\$1.10</u>
	51 - 150	EA	<u>\$1.10</u>
	151 - 300	EA	<u>\$1.10</u>
	301+	EA	<u>\$1.10</u>

Description	Unit	Unit Price
<b>Alcohol Monitoring Equipment and Service</b> <b>Lost/Damaged/Stolen Equipment Replacement for above Alcohol Monitoring Equipment</b>  Receiver (Home Unit) – Landline Mfg.: <u>BI Incorporated</u> Brand/Model: <u>Sobrietor</u>	EA	<u>\$1,500.00</u>
Receiver (Home Unit) – Cellular Mfg.: <u>BI Incorporated</u> Brand/Model: <u>HomeCell</u>	EA	<u>\$2,500.00</u>

**Contract 00212 with BI Incorporated for Electronic Monitoring of Offenders**

**Optional Service: Alcohol Monitoring Equipment and Service – Optional Vendor Provided Offender Services**

Vendor may offer and provide an offender funded program for Alcohol Monitoring Equipment and Service. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor’s administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional \$0.00 per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

**Description of Optional Services**

**Typical Daily Charge**

- |   |                   |
|---|-------------------|
| 1. <u>Installer (based on a per action cost)*</u>   | \$85.00/action    |
| 2. <u>Installer (based on a per day rate, average length of stay of 75 days, minimum 5 participants)*</u> | \$1.20/unit/ day  |
| 3. <u>Offender Funded Program**</u>   | \$10.00/unit/ day |
| 4. <u>Core DRC***</u>   | \$13.00/unit/ day |
| 5. <u>Core DRC + EE***</u>  | \$19.40/unit/ day |
| 6. <u>Core DRC + SA</u>   | \$19.40/unit/ day |
| 7. <u>Core DRC + EE + SA</u>  | \$25.97/unit/ day |
| 8. <u>Full DRC</u>  | \$44.71/unit/ day |

\* Installer options represent two separate billing models.

\*\* Reference the Offender Funded Program Service Details table on page 8 of the Additional Pages portion of the response for additional information.

\*\*\* Please see pages 8-10 of the Additional Pages section of the response for additional details and options included in each model for items 4-8.

Optional Breath Alcohol Monitoring Call Center Services		
Module	Option	Per Unit/ Per Day
Data Entry	BI Provides 100% (no zone entry):	\$0.13
Manual Notification	Up to three manual notification attempts to agency staff:	\$0.38
	Escalation greater than three manual notification attempts: Call client:	\$1.13 \$0.36

<b>CATEGORY 2 – ALCOHOL MONITORING TRANSDERMAL EQUIPMENT AND SERVICE</b>				
Description	Qty	Unit	Daily Rate*	
<b>Alcohol Monitoring Equipment and Service</b> (Receiver (Home Unit) – Landline Communication Connection)  <b>Body-Attached Device:</b> Mfg.: <u>BI Incorporated</u> Brand/Model: <u>TAD</u>  With <b>Receiver/Home Unit</b> with Landline Connection: Mfg.: <u>BI Incorporated</u> Brand/Model: <u>HomeBase 100</u> (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$ <u>4.25</u>	
	51 – 150	EA	\$ <u>4.25</u>	
	151 – 300	EA	\$ <u>4.25</u>	
	301+	EA	\$ <u>4.25</u>	
<b>Alcohol Monitoring Equipment and Service</b> (Receiver (Home Unit) - Cellular)  Body-Attached Device: Mfg.: <u>BI Incorporated</u> Brand/Model: <u>TAD</u>  With <b>Receiver/Home Unit</b> with Cellular Connection: Mfg.: <u>BI Incorporated</u> Brand/Model: <u>HomeBase 110</u> (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$ <u>5.75</u>	
	51 – 150	EA	\$ <u>5.75</u>	
	151 – 300	EA	\$ <u>5.75</u>	
	301+	EA	\$ <u>5.75</u>	
<b>Lost/Damaged/Stolen Equipment Replacement for above single body-worn device for Alcohol Monitoring Transdermal Equipment and Service</b>  Body-Attached Bracelet Device for Transdermal Alcohol Monitoring: Mfg.: <u>BI Incorporated</u> ; Brand/Model: <u>TAD</u>  Receiver (Home Unit) – Landline Mfg.: <u>BI Incorporated</u> ; Brand/Model: <u>HomeBase 100</u>  Receiver (Home Unit) – Cellular Mfg.: <u>BI Incorporated</u> ; Brand/Model: <u>HomeBase 110</u>	1 - 50	EA	\$ <u>2.30</u>	
	51 – 150	EA	\$ <u>2.30</u>	
	151 – 300	EA	\$ <u>2.15</u>	
	301+	EA	\$ <u>2.00</u>	

**Contract 00212 with BI Incorporated for Electronic Monitoring of Offenders**

**Optional Service: Alcohol Monitoring Equipment and Service – Optional Vendor Provided Offender Services**

Vendor may offer and provide an offender funded program for Alcohol Monitoring Equipment and Service. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional \$0.00 per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

**Description of Optional Services**

**Typical Daily Charge**

- |   |                   |
|---|-------------------|
| 1. <u>Installer (based on a per action cost)*</u>   | \$85.00/action    |
| 2. <u>Installer (based on a per day rate, average length of stay of 75 days, minimum 5 participants)*</u> | \$1.20/unit/ day  |
| 3. <u>Offender Funded Program**</u>   | \$10.00/unit/ day |
| 4. <u>Core DRC***</u>   | \$13.00/unit/ day |
| 5. <u>Core DRC + EE***</u>  | \$19.40/unit/ day |
| 6. <u>Core DRC + SA</u>   | \$19.40/unit/ day |
| 7. <u>Core DRC + EE + SA</u>  | \$25.97/unit/ day |
| 8. <u>Full DRC</u>  | \$44.71/unit/ day |

\*Installer options represent two separate billing models.

\*\*Reference the Offender Funded Program Service Details table on page 8 of the Additional Pages portion of the response for additional information.

\*\*\*Please see pages 8-10 of the Additional Pages section of the response for additional details and options included in each model for items 4-8.

Optional Transdermal Alcohol Call Center Services		
Module	Option	Per Unit/ Per Day
Data Entry	BI Provides 100% (no zone entry):	\$0.13
Manual Notification	Up to three manual notification attempts to agency staff:	\$0.47
	Escalation greater than three manual notification attempts: Call client:	\$1.42 \$0.44

**CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE  
(GLOBAL POSITIONING SYSTEM (GPS))  
Using Multi-Piece System**

Description	Qty	Unit	Daily Rate*
<p><b>Satellite Monitoring and Remote Tracking Service (Multi-piece System)</b>  <b>– Active, Hybrid and Passive Mode.</b>                      Body-attached Device:                      Mfg.: <u>BI Incorporated</u> Brand/Model: <u>HomeGuard 200 Transmitter</u>                      Body-worn Device:                      Mfg.: <u>BI Incorporated</u> Brand/Model: <u>ExacuTrack AT Tracking Unit</u>                      (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)</p>	<p>Equipment/Unit (when in use):</p> <p>1 - 100                      101 – 250                      251 – 500                      501 – 1,500                      1,501 – 3,000                      3,001+</p>	<p>EA                      EA                      EA                      EA                      EA                      EA</p>	<p>\$2.40                      \$2.40                      \$2.40                      \$2.40                      \$2.40                      \$2.30</p>
<p><b>Monitoring Service for Active Mode/Unit (when in use):</b>                      (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)</p>	<p>1 - 100                      101 – 250                      251 – 500                      501 – 1,500                      1,501 – 3,000                      3,001+</p>	<p>EA                      EA                      EA                      EA                      EA                      EA</p>	<p>\$2.60                      \$1.95                      \$1.70                      \$1.35                      \$1.05                      \$1.05</p>
<p><b>Monitoring Service for Required Hybrid Mode/Unit (when in use):</b>                      (Reference Specifications Sections 4b.13 and 4b.16)</p>	<p>1 - 100                      101 – 250                      251 – 500                      501 – 1,500                      1,501 – 3,000                      3,001+</p>	<p>EA                      EA                      EA                      EA                      EA                      EA</p>	<p>\$2.10                      \$1.45                      \$1.30                      \$1.20                      \$1.00                      \$1.00</p>
<p><b>Monitoring Service for Passive Mode/Unit (when in use):</b></p>	<p>1 - 100                      101 – 250                      251 – 500                      501 – 1,500                      1,501 – 3,000                      3,001+</p>	<p>EA                      EA                      EA                      EA                      EA                      EA</p>	<p>\$2.00                      \$1.35                      \$1.10                      \$1.00                      \$0.90                      \$0.90</p>

(\*Daily rate determined on a per customer basis.)

**Contract 00212 with BI Incorporated for Electronic Monitoring of Offenders**

Description		Unit	Unit Price
<b>Required: Lost/Damaged/Stolen Equipment Replacement for above multi-piece device system for Satellite Monitoring and Remote Tracking Service</b>			
Body-attached Bracelet Device			
Mfg.: BI Incorporated			
Brand/Model: HomeGuard 200 Transmitter			
Body-worn Device			
Mfg.: BI Incorporated			
Brand/Model: ExacuTrack AT Tracking Unit			
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home.			
Mfg.: BI Incorporated			
Brand/Model: BI ExacuTrack Base Station			

**Preferred Optional Service: Satellite Monitoring Equipment and Service for Multi-piece System – Optional Vendor Provided Offender Services**

Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional \$0.00 per unit/day.

Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.

**Description of Optional Services**

1. Installer (based on a per action cost)\*
2. Installer (based on a per day rate, average length of stay of 75 days, minimum 5 participants)\*
3. Offender Funded Program\*\*
4. Core DRC\*\*\*
5. Core DRC + EE\*\*\*
6. Core DRC + SA
7. Core DRC + EE + SA
8. Full DRC

\* Installer options represent two separate billing models.

\*\* Reference the Offender Funded Program Service Details table on page 8 of the Additional Pages portion of the response for additional information.

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- Typical Daily Charge**
- \$85.00/action
  - \$1.20/unit/ day
  - \$10.00/unit/ day
  - \$13.00/unit/ day
  - \$19.40/unit/ day
  - \$19.40/unit/ day
  - \$25.97/unit/ day
  - \$44.71/unit/ day

Contract 00212 with BI Incorporated for Electronic Monitoring of Offenders

Optional Multi-piece GPS Call Center Services		
Module	Option	Per Unit/ Per Day
Data Entry	BI Provides 100% (no zone entry):	\$ <u>0.13</u>
Manual Notification	Up to three manual notification attempts to agency staff:	\$ <u>0.60</u>
	Escalation greater than three manual notification attempts:	\$ <u>1.58</u>
	Call client:	\$ <u>0.58</u>
On-Demand Service	BI-assisted locate request and text/audio message to trackers:	\$ <u>0.11</u>

