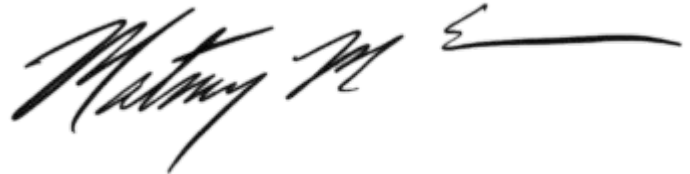

MEMO

APPROVED
5/11/2020

TULSA COUNTY
PROCUREMENT
DEPARTMENT

DATE: May 6, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – BI Incorporated



Submitted for your approval and execution is the attached Demo Agreement between the Board of County Commissioners on behalf of the Tulsa County Court Services and BI Incorporated for equipment or service demonstration of BI SmartLINK Option C without Video Conferencing.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The May 11, 2020 BOCC meeting agenda.

CMF# 20201029

AGREEMENT FOR EQUIPMENT OR SERVICE DEMONSTRATION ON OR BY AGENCY PERSONNEL

APPROVED 5/11/2020

This no-charge demonstration Agreement ("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

Agency Name: Tulsa County Board of County Commissioners on behalf of Tulsa County Court Services

Address: 500 South Denver Street

City, State, Zip Code: Tulsa, Oklahoma 74103

Agency Contact Name: Sherri Carrier Phone Number: 918-596-5790

BI Account Executive Name: Matthew Johnson

DEMONSTRATION UNIT(S) & SERVICE/APPLICATION ACCESS: The following selected items are for purposes of demonstration of electronic home detection monitoring, alcohol monitoring, ExacuTrack services, and/or Monitoring Service/Mobile Applications (FILL IN QUANTITY OF DEMONSTRATION UNITS AND WHETHER SERVICE/APPLICATION ACCESS IS INCLUDED):

EXACUTRACK™ ONE Unit(s) Two (2) SL2 Units* LOC8/XT (___ CDMA/___ GSM) Unit(s)***
BI TAD™ Unit(s) BI TAD™ PLUS CELLULAR Unit(s) BI Analytics Service (Y/N)
BI HOME GUARD® 200 Unit(s) BI HOME GUARD® 206 Unit(s) BI SmartLINK™** Option C w/out Video Conferencing
BI SOBRIETOR Unit(s) BI LOC8 XT Agency Assist Service (Y/N)****

* To use an SL2 Unit, the Officer must have a cell phone with text capability.
** An agency compatible device is required.
*** Wi-Fi: If no GPS location fix is obtained for 5 minutes, then the device will attempt to find a Wi-Fi signal.
**** BI will consult with agency for necessary procedures and permissions before beginning the demonstration

UNITS TO BE PROGRAMMED TO: BI Monitoring Operations

DEMONSTRATION TERM: Thirty (30) days commencing upon confirmation of the first Unit installed and/or Service/Application access activation on, or used by, an officer, and terminating upon the expiration of the Demonstration Term.

AVAILABILITY: The terms of this Agreement are conditioned upon and subject to the availability of BI's products and services. BI shall not be liable for any delay in performance due to limited availability of products and services.

OWNERSHIP: BI shall retain all ownership in all parts of the Demonstration Units and Services/Applications provided to Agency. Upon expiration of the Demonstration Term, Agency shall immediately return all Demonstration Units and related equipment to BI, and remove BI SmartLINK™ Mobile Application from all Agency devices. BI shall bill Agency the replacement cost for any Demonstration Units and other BI property not included with returned equipment following the end of the Demonstration Term.

RESPONSIBILITY: Agency will be responsible for the proper use, management and supervision of the Demonstration Units and Service/Application access. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

DISCLAIMER OF WARRANTY: The Demonstration Units and Services/Applications are provided "As Is", "As Available" and are provided without any representations or warranties of any kind, express or implied. BI excludes the warranties of merchantability and fitness of the Demonstration Units and Services/Applications for a particular purpose. BI expressly disclaims any warranty that the Demonstration Units and Services/Applications are impervious to tampering, secure or available at any particular time or location, or free of defects or errors.

AGENCY'S OBLIGATIONS: Under no circumstances shall Agency, under this Agreement, perform demonstrations on an offender, or otherwise use any of the Demonstration Units or Services/Applications listed herein in connection with an offender.

BI Authorized Representative:
Signature: Ruth Skerjanec
Printed Name: Ruth Skerjanec
Title: VP, Financial Planning
Date: 05/04/2020

Agency Authorized Representative:
Signature: Ron Peters
Printed Name: Ron Peters
Title: Chairman
Chairperson, Board of County Commissioners of the County of Tulsa, Oklahoma
Date: 5/11/2020

Approved as to form:
James G. Rea
Assistant District Attorney
Attest: Michael Willis, County Clerk
Digitally signed by James G. Rea
Date: 2020.05.04 15:31:34 -05'00'

CMF# 20201029