

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.

CONTRACT TERM	FROM	January 1, 2017	CONTRACT STATUS	NEW ()
	TO	December 31, 2019		RENEW (x) 1 st renewal, 4, 5 and 6 year
VENDOR ADDRESS	3M Electronic Monitoring 1838 Gun Highway Odessa, FL 33446		ORDER ADDRESS	
ATTN:	Deb McGeever, Sales Manager		ATTN:	
PHONE:	813-749-5454		PHONE:	
FAX:	813-749-5474		FAX:	
E-MAIL:	dmcgeever@mmm.com		E-MAIL:	

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 Nicole Orta, CONTRACTS OFFICER DATE: 1/9/2017

AUTHORIZED SIGNATURE

WSCA/NASPO ELECTRONIC MONITORING OF OFFENDERS

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 January 1, 2017 and terminate on December 31, 2019.

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: 3M Electronic Monitoring,
(hereinafter "Contractor")

And

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

Page 1 of 5

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

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Page 2 of 5

appropriated or otherwise made available to support the State's continuation of performance in a 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

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Page 3 of 5

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.

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, coverage's, 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:	robert.paulson@des.wa.gov

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Page 4 of 5

Contractor:

Name:	Deb McGeever, Sales Manager
Address:	3M Electronic Monitoring, Inc. 1838 Gun Highway, Odessa, FL 33556
Telephone:	813-749-5454
Fax:	813-749-5474
E-Mail:	dmcgeever@mmm.com

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:	rhgrandy@mt.gov

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.

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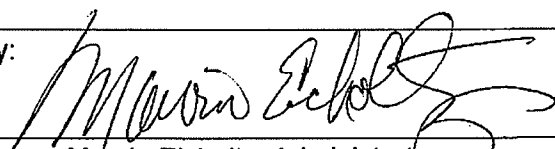
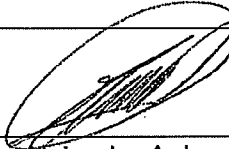
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Page 5 of 5

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 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: 3M Electronic Monitoring, Inc.
By: 	By: 
Name: Marvin Eicholtz, Administrator General Services Division, Department of Administration, State of Montana	Name: Alejandra A. Lang
Title:	Title: President
Date: 7/9/13	Date: 7/1/13

APPENDIX E PRICE SHEETS

Daily is defined as 12:00 AM to 11:59:59 PM. 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*
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Landline) Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Remote Alcohol Monitoring System	1 - 50	EA	\$3.35
	51 - 150	EA	\$3.30
	151 - 300	EA	\$3.25
	301+	EA	\$3.10
Monitoring Service/Unit (when in use) Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$0.00
	51 - 150	EA	\$0.00
	151 - 300	EA	\$0.00
	301+	EA	\$0.00

Description	Qty	Unit	Daily Rate*
Alcohol Monitoring Equipment and Service (Receiver (Home Unit) - Cellular) Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Remote Alcohol Monitoring System - Cell	1 - 50	EA	\$3.95
	51 - 150	EA	\$3.95
	151 - 300	EA	\$3.95
	301+	EA	\$3.50
Monitoring Service/Unit (when in use) (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$0.00
	51 - 150	EA	\$0.00
	151 - 300	EA	\$0.00
	301+	EA	\$0.00

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
<p>Alcohol Monitoring Equipment and Service Lost/Damaged/Stolen Equipment Replacement for above Alcohol Monitoring Equipment</p>		
<p>Receiver (Home Unit) – Landline Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Remote Alcohol Monitoring System</p>	EA	\$900.00
<p>Receiver (Home Unit) – Cellular Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Remote Alcohol Monitoring System - Cell</p>	EA	\$995.00

<p>Optional Service: Alcohol Monitoring Equipment and Service – Optional Vendor Provided Offender Services</p> <p>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 See Below per unit/day.</p> <p>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.</p> <p style="text-align: center;"><u>Description of Optional Services</u></p> <ol style="list-style-type: none"> 1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u> <u>Typical Daily Charge</u> \$0.40/unit/day 2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u> \$1.25/unit/ day 3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.50/unit/ day 4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.40/unit/ day 5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.90/unit/ day 6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u> \$2.00/unit/ day

Description	Daily Rate*
<p style="text-align: center;">Alcohol Monitoring Equipment and Service – Optional Services</p>	
<p>Description of Optional Services:</p> <ol style="list-style-type: none"> 1. 3M™ Remote Alcohol & Curfew Monitoring System \$4.05 2. 3M™ Remote Alcohol & Curfew Monitoring System-Cell \$4.85 3. Mobile Remote Alcohol Monitoring Unit (Soberlink) \$6.00 	

**CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE
(GLOBAL POSITIONING SYSTEM (GPS))
Using One-piece Body-attached Device**

Description	Qty	Unit	Daily Rate*
<p>Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) <u>Equipment/Unit (when in use):</u> One-piece Body-attached Device: Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ One-Piece GPS Offender Tracking Device (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$3.10 \$3.10 \$3.10 \$3.05 \$3.05 \$3.00
<p><u>Monitoring Service for Active Mode/Unit (when in use):</u></p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.10 \$0.10 \$0.10 \$0.10 \$0.10 \$0.10
<p><u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4a.13 and 4a.16) This pricing also applies to the vendor's own Optional Hybrid Mode program. Contact vendor for details.</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.05 \$0.05 \$0.05 \$0.05 \$0.05 \$0.05
<p><u>Monitoring Service for Passive Mode/Unit (when in use):</u> (*Daily rate determined on a per customer basis.)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ One-Piece GPS Offender Tracking Device	EA	<u>\$650.00</u>
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: 3M Electronic Monitoring Brand/Model: 3M™ Home Curfew Base Unit (Beacon)	EA	<u>\$325.00</u>

<p>Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service 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 See <u>Below</u> per unit/day.</p> <p>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.</p>	<p style="text-align: center;"><u>Description of Optional Services</u></p> <p>1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u> <u>Typical Daily Charge</u> \$0.40/unit/day</p> <p>2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u> \$1.25/unit/ day</p> <p>3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.50/unit/ day</p> <p>4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.40/unit/ day</p> <p>5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> \$0.90/unit/ day</p> <p>6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u> \$2.00/unit/ day</p>
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**CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE
(GLOBAL POSITIONING SYSTEM (GPS))
Using Multi-Piece System**

Description	Qty	Unit	Daily Rate*
<p>Satellite Monitoring and Remote Tracking Service (Multi-piece System) – Active, Hybrid and Passive Mode. Body-attached Device: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Bracelet</u> Body-worn Device: Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Two-Piece GPS Offender Tracking Device</u> (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$4.25 \$4.20 \$4.10 \$4.05 \$4.00 \$3.95
<p>Monitoring Service for Active Mode/Unit (when in use): Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.10 \$0.10 \$0.10 \$0.10 \$0.10 \$0.10
<p>Monitoring Service for Required Hybrid Mode/Unit (when in use): (Reference Specifications Sections 4b.13 and 4b.16) This pricing also applies to the vendor's own Optional Hybrid Mode program. Contact vendor for details. Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<p>Monitoring Service for Passive Mode/Unit (when in use): Basic Monitoring Service (24x7 help desk and automated alert notification is included in the equipment/unit above (*Daily rate determined on a per customer basis.)</p>	1 - 100 101 - 250 251 - 500 501 - 1,500 1,501 - 3,000 3,001+	EA EA EA EA EA EA	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Contract 00212 with 3M Electronic Monitoring, Inc. for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above multi-piece device system for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Bracelet</u>	EA	<u>\$100.00</u>
Body-worn Device Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Two-Piece GPS Offender Tracking Device</u>	EA	<u>\$925.00</u>
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home. Mfg.: <u>3M Electronic Monitoring</u> Brand/Model: <u>3M™ Home Curfew Base Unit (Base Unit 2000)</u>	EA	<u>\$425.00</u>

<p>Optional Service: Satellite Monitoring and Remote Tracking Service for Multi-piece System – Optional Vendor Provided Offender Services</p> <p>Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service 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 <u>See Below</u> per unit/day.</p> <p>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.</p> <p style="text-align: center;"><u>Description of Optional Services</u></p> <ol style="list-style-type: none"> 1. <u>Data Entry – Offender Enrollment/Changes/Removal from system software</u> 2. <u>Onsite Installation and Retrieval based on 500 unit deployment (smaller program pricing will be negotiated on a case by case basis)</u> 3. <u>Outbound calls to offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> 4. <u>Outbound calls to officers (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> 5. <u>Outbound calls to officers and offenders (protocol agreed upon by vendor and agency with pricing up to the listed rate)</u> 6. <u>Offender funded program (based on agency accepting financial liability upon offender payment default)</u> 7. <u>Active MTD with basic 24x7x365 monitoring and help desk services</u> 8. <u>Passive MTD with basic 24x7x35 monitoring and help desk services</u> 9. <u>Two-Way voice capability for Two-Piece GPS Offender Tracking Device</u> <p style="text-align: right;"><u>Typical Daily Charge</u></p> <p style="text-align: right;">\$<u>0.40</u>/unit/day \$<u>1.25</u>/unit/ day \$<u>0.50</u>/unit/ day \$<u>0.40</u>/unit/ day \$<u>0.90</u>/unit/ day \$<u>2.00</u>/unit/ day \$<u>5.50</u>/unit/ day \$<u>3.82</u>/unit/ day \$<u>0.75</u>/unit/ day</p>
