

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	Alcohol Monitoring Systems 1241 W. Mineral Avenue #200 Littleton, CO 80120		ORDER ADDRESS	
ATTN:	Don White, Vice President-Field Services		ATTN:	
PHONE:	303-785-7814		PHONE:	
FAX:	303-791-4262		FAX:	
E-MAIL:	dwhite@alcoholmonitoring.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 Nichole 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 July 2, 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: Alcohol Monitoring Systems, Inc.
(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:	robert.paulson@des.wa.gov

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Contractor:

Name:	Don White, Vice President-Field Services
Address:	1241 W. Mineral Avenue #200 Littleton, Colorado 80120
Telephone:	303-785-7814
Fax:	303-791-4262
E-Mail:	dwhite@alcoholmonitoring.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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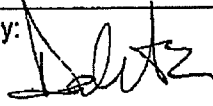
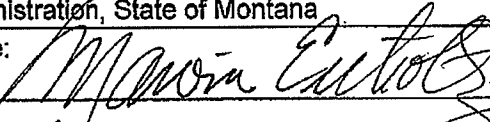

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This Participating Addendum and the Master Agreement/Contract number 00212 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, 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: Alcohol Monitoring Systems, Inc.
By: Marvin Eicholtz, Administrator General Services Division, Department of Administration, State of Montana	By: 
Name: 	Name: Don White
Title:  ADMINISTRATOR	Title: Vice President-Field Operations
Date: 7/2/13	Date: 6/25/13

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 TRANSDERMAL EQUIPMENT AND SERVICE

Description	Qty	Unit	Daily Rate*
Alcohol Monitoring Transdermal Equipment and Service (Receiver (Home Unit) - Landline Communication Connection) Body-Attached Device: Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Bracelet</u> With Receiver/Home Unit with Landline Connection: Product Bid: Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Base Station</u> (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$2.50
	51 - 150	EA	\$2.30
	151 - 300	EA	\$2.25
	301+	EA	\$2.20
Monitoring Services/Unit (when in use)	1 - 50	EA	\$4.05
	51 - 150	EA	\$4.05
	151 - 300	EA	\$3.90
	301+	EA	\$3.85

Description	Qty	Unit	Daily Rate*
Alcohol Monitoring Transdermal Equipment and Service (Receiver (Home Unit) - Cellular Communication Connection) Body-Attached Device: Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Bracelet</u> With Receiver/Home Unit with Cellular Connection: Product Bid: Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Wireless</u> (*Daily rate determined on a per customer basis.)	1 - 50	EA	\$3.16
	51 - 150	EA	\$2.96
	151 - 300	EA	\$2.91
	301+	EA	\$2.86
Monitoring Services/Unit (when in use)	1 - 50	EA	\$5.05
	51 - 150	EA	\$5.05
	151 - 300	EA	\$4.90
	301+	EA	\$4.85

Contract 00212 with Alcohol Monitoring Systems for Electronic Monitoring of Offenders

Description	Unit	Unit Price
<p>Required: Lost/Damaged/Stolen Equipment Replacement for above single body-worn device for Alcohol Monitoring Transdermal Equipment and Service</p>		
<p>Body-Attached Bracelet Device for Transdermal Alcohol Monitoring: Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Bracelet</u></p>	EA	\$1,100.00
<p>Receiver (Home Unit) – Landline Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Base Station</u></p>	EA	\$400.00
<p>Receiver (Home Unit) – Cellular Mfg.: <u>Alcohol Monitoring Systems, Inc.</u> Brand/Model: <u>SCRAMx Wireless</u></p>	EA	\$400.00

Description
<p>Preferred Optional Service: Alcohol Monitoring Transdermal Equipment and Service – Optional Vendor Provided Offender Services Vendor may offer and provide an offender funded program for Alcohol Monitoring Transdermal 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 <u>\$1.50 - \$3.00</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 style="text-align: center;"><u>Typical Daily Charge</u></p> <p>1. Initial offender contact, installation/service calls/removals*, orientation, fee assessment, and \$1.50/unit/ day additional</p> <p>2. Collection of fee from offender \$1.50/unit/ day additional</p> <p>3. Case management – meeting with clients on a daily/weekly basis \$1.00/unit/ day additional</p>
<p>*For installation/removal services, there is a one-time additional installation fee for all offenders.</p>