

# 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 <sup>st</sup> renewal, 4, 5 and 6 year
VENDOR ADDRESS	Satellite Tracking of People 1212 North Post Oak Road Houston, TX 77055		ORDER ADDRESS	
ATTN:	Greg Utterback, Chief Development Officer		ATTN:	
PHONE:	832-553-9502		PHONE:	
FAX:	832-553-9530		FAX:	
E-MAIL:	gutterback@stopllc.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**

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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 June 13, 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: Satellite tracking of People, LLC,  
(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 (insert dollar amount) per occurrence and (insert dollar amount) 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, 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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Page 4 of 5

**Contractor:**

Name:	Greg Utterback, Chief Development Officer
Address:	Regional Sales Manager Satellite Tracking of People, LLC 1212 North Post Oak Road, Houston, TX 77055
Telephone:	832-553-9502
Fax:	832-553-9530
E-Mail:	gutterback@stopllc.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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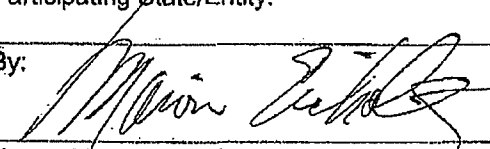
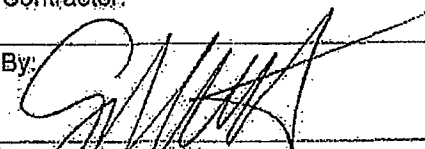
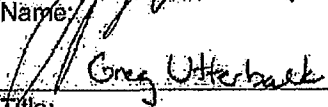
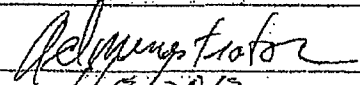
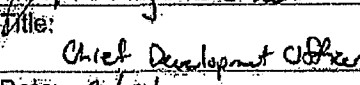
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Page 5 of 5

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:
By: 	By: 
Name: Marvin Eicholtz, Administrator General Services Division, Department of Administration, State of Montana	Name:  Greg Utterback
Title:  Administrator	Title:  Chief Development Officer
Date: 6/13/2013	Date: 6/13/13



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 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING

Description	Qty	Unit	Daily Rate*
<p><b>Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service</b> <u>Equipment/Unit (when in use):</u>                      (Receiver (Home Unit) - Landline Communication Connection)</p> <p><b>Body-Attached Ankle Bracelet (transmitter):</b>                      Mfg.: <u>Satellite Tracking of People</u>                      Brand/Model: <u>BLUband</u></p> <p>With <b>Receiver/Home Unit</b> with Landline Connection: Product Bid:                      Mfg.: <u>Satellite Tracking of People</u>                      Brand/Model: <u>BLUhome Landline</u></p> <p><u>Monitoring Service/Unit (when in use):</u></p> <p>(*Daily rate determined on a per customer basis.)</p>	1 - 100	EA	\$1.50
	101 - 250	EA	\$1.45
	251 - 500	EA	\$1.50
	501 - 1,500	EA	\$1.50
	1,501 - 3,000	EA	\$1.60
	3,001+	EA	\$1.60
	1 - 100	EA	\$0.10
	101 - 250	EA	\$0.10
	251 - 500	EA	\$0.10
	501 - 1,500	EA	\$0.10

Description	Qty	Unit	Daily Rate*
<p><b>Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service</b> <u>Equipment/Unit (when in use):</u>                      (Receiver (Home Unit) - Cellular Communication Connection)</p> <p><b>Body-Attached Ankle Bracelet (transmitter):</b>                      Mfg.: <u>Satellite Tracking of People</u>                      Brand/Model: <u>BLUband</u></p> <p>With <b>Receiver/Home Unit</b> with Cellular Communication:                      Mfg.: <u>Satellite Tracking of People</u>                      Brand/Model: <u>BLUhome Cellular</u></p> <p><u>Monitoring Service/Unit (when in use):</u></p> <p>(*Daily rate determined on a per customer basis.)</p>	1 - 100	EA	\$2.30
	101 - 250	EA	\$2.15
	251 - 500	EA	\$2.30
	501 - 1,500	EA	\$2.30
	1,501 - 3,000	EA	\$2.30
	3,001+	EA	\$2.40
	1 - 100	EA	\$0.10
	101 - 250	EA	\$0.10
	251 - 500	EA	\$0.10
	501 - 1,500	EA	\$0.10

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description	Unit	Unit Price
<b>Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment</b>		
Body-Attached Ankle Bracelet Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUband</u>	EA	\$ <u>50.00</u>
Receiver (Home Unit) – with Landline communication connection. Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Landline</u>	EA	\$ <u>250.00</u>
Receiver (Home Unit) – with Cellular communication. Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUhome Cellular</u>	EA	\$ <u>250.00</u>

Description	Qty	Unit	Daily Rate*
<b>Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service</b> <u>Equipment/Unit (when in use):</u>	1 +	EA	\$ <u>0.00</u>
For Product Bid: Mfg.: <u>ShadowTrack Technologies, Inc.</u> Brand/Model: <u>Voice Biometric</u> <u>Voice Verification System (Up to 5 calls per day)</u> (*Daily rate determined on a per customer basis.)	1 +	EA	\$ <u>1.20</u>

Description	Order Qty	Unit	Unit Price
<b>Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver</b> <u>Equipment/Unit:</u>	1 +	EA	\$ <u>1.00</u>
For Product Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUscan</u>			

**Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders**

Description
<p><b>Preferred Optional Service: Radio Frequency (RF) Electronic Monitoring Service – Optional Vendor Provided Offender Services</b></p> <p>Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an 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 an optional Offender Funded Program shall be an additional \$4.00 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 align="right"><b><u>Typical Daily Charge</u></b> \$3.00/unit/day</p> <p><b><u>Description of Optional Services</u></b> 1. <u>Installation/Removal service</u></p>

Description	Qty	Unit	Daily Rate*
<b>Optional Radio Frequency (RF) Monitoring Services</b>			
Optional Alert Notifications (Reference Specifications. 5.0)			
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	\$0.25
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	\$0.25
3. Identify any/all system automated capabilities	1	EA	\$0.25
Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11)			
1. By Fax	1	EA	\$0.25
2. And/or by telephone	1	EA	\$0.25
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a “per call” basis.			
	1	EA	\$1.25

<b>CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE                      ((GLOBAL POSITIONING SYSTEM (GPS))                      Using One-piece Body-attached Device</b>				
Description	Qty	Unit	Daily Rate*	
<b>Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device)</b> – Active, Hybrid and Passive Mode.  One-piece Body-attached Device Bid: Mfg.: <u>Satellite Tracking of People</u> Brand/Model: <u>BLUtag</u>  (Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	1 - 100	EA	\$3.00	
	101 - 250	EA	\$3.00	
	251 - 500	EA	\$3.00	
	501 - 1,500	EA	\$3.00	
	1,501 - 3,000	EA	\$3.00	
	3,001+	EA	\$3.00	
<u>Monitoring Service for Active Mode/Unit (when in use):</u>	1 - 100	EA	\$0.10	
	101 - 250	EA	\$0.10	
	251 - 500	EA	\$0.10	
	501 - 1,500	EA	\$0.10	
	1,501 - 3,000	EA	\$0.10	
	3,001+	EA	\$0.10	
<u>Monitoring Service for Required Hybrid Mode/Unit (when in use):</u> (Reference Specifications Sections 4a.13 and 4a.16)	1 - 100	EA	\$0.10	
	101 - 250	EA	\$0.10	
	251 - 500	EA	\$0.10	
	501 - 1,500	EA	\$0.10	
	1,501 - 3,000	EA	\$0.10	
	3,001+	EA	\$0.10	
<u>Monitoring Service for Passive Mode/Unit (when in use):</u>	1 - 100	EA	\$0.10	
	101 - 250	EA	\$0.10	
	251 - 500	EA	\$0.10	
	501 - 1,500	EA	\$0.10	
	1,501 - 3,000	EA	\$0.10	
	3,001+	EA	\$0.10	

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

**Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders**

<p><b>Satellite Monitoring and Remote Tracking Service (One-Piece Body-Attached Device) – <u>Optional Hybrid Mode.</u></b>                  One-piece Body-attached Device Bid: Mfg.: and Brand/Model: <u>Same as Above</u>    <b><u>Monitoring Service for Optional Hybrid Mode/Unit (when in use):</u></b>                  additional curfew confirmation provided through necessary equipment. Also, up to three GPS location confirmations in other locations during each day. Optional on-demand GPS locates can be available.                    (*Daily rate determined on a per customer basis.)</p>	Same as Above	Same as Above	Same as Above
	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

Description	Unit	Unit Price
<p><b>Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service</b>                  Body-attached Bracelet Device:                  Mfg.: <u>Satellite Tracking of People</u>                  Brand/Model: <u>BLUtag</u>                    Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home:                  Mfg.: <u>Satellite Tracking of People</u>                  Brand/Model: <u>BLUbox or BLUhome</u></p>	EA	\$250.00
	EA	\$150.00

Description
<p><b>Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services</b>                  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 \$5.00 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. <b><u>Description of Optional Services</u></b>                  1. <u>Manual Voice Monitoring Center Service (up to three alert types)</u>                  2. <u>Installation/Removal service</u>                    Typical Daily Charge                  \$1.00/unit/ day                  \$3.00/unit/ day</p>

