

**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:	robert.paulson@des.wa.gov

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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>math.swando@bi.com</i>

Participating Entity:

Name:	Tia Snyder
Address:	State of Montana, Department of Administration PO Box 200135 Helena MT 59620-0135
Telephone:	406-444-3315
Fax:	406-444-2529
E-Mail:	tsnyder@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.

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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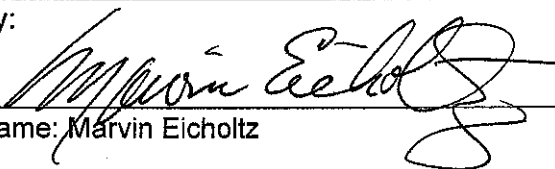

And

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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>



ELECTRONIC MONITORING OF OFFENDERS

Lead by the State of Washington

Master Agreement #: WSCA-NASPO 00212

Contractor: **BI, INC. (Contractor)**

Participating Entity: **STATE OF MONTANA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers additional terms applicable to the Electronic Monitoring of Offenders, led by the State of Washington, for use by Montana State agencies and approved Montana Cooperative Purchasing Organizations.

2. State of Montana Administrative Fee: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective April 1, 2017.

3. Required Reporting: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bob Murnock
Address:	6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301
Telephone:	(724) 538-5800
Fax:	
Email:	Robert.Murnock@bi.com

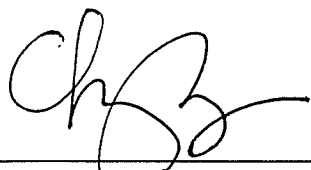
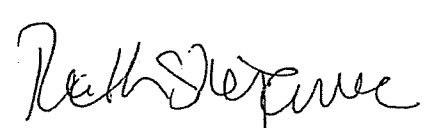


ELECTRONIC MONITORING OF OFFENDERS
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Participating Entity

Name:	Nicole Orta
Address:	125 North Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone:	(406) 444-7210
Fax:	(406) 444-2529
Email:	NiOrta@mt.gov

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

State of Montana:	Contractor: BI, Inc.
Signature: 	Signature: 
Name: Cheryl Grey	Name: Ruth Skerjavec
Title: SFSD Administrator	Title: VP, Financial Planning
Date: 4/5/17	Date: 3/29/17

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]