

# 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://gsd.mt.gov/>

**T.C. #: WSCA-NASPO 00212**  
**Title: Electronic Monitoring of Offenders**  
**This is a non-exclusive contract.**

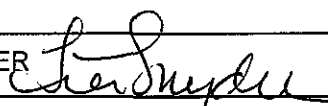
CONTRACT TERM	FROM	June 13, 2013	CONTRACT STATUS	NEW (x)
	TO	December 31, 2016		RENEW ( )
VENDOR ADDRESS	Sentinel Offender Services 201 Technology Drive Irvin, CA 92618		ORDER ADDRESS	
ATTN:	Leo Carson Vice President of Strategic Sales		ATTN:	
PHONE:	888-843-5590		PHONE:	
FAX:	800-327-1178		FAX:	
E-MAIL:	<a href="mailto:Leo.carson@sentrak.com">Leo.carson@sentrak.com</a>		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/contracting/contracts/00212c.doc>

IFB/RFP No.: WSCA-NASPO 00212

Tia Snyder, CONTRACTS OFFICER



DATE: June 14, 2013

**AUTHORIZED SIGNATURE**

**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  
Sentinel Offender Services, LLC, (hereinafter "Contractor")  
and  
State of Montana (hereinafter "Participating Entity")

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 Participating Entity authorized by that state's statutes to utilize state/entity 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 state/entity 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 Entity 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 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 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. Primary Contacts: The primary contacts 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
Contacts:	Phone (360) 407-9430, Fax (360) 586-2426, Email <a href="mailto:robert.paulson@des.wa.gov">robert.paulson@des.wa.gov</a>

**Contractor:**

Name:	Leo Carson
Address:	Sentinel Offender Services, LLC 201 Technology Drive Irvine, CA 92618
Contacts:	Phone (888) 843-5590, Fax (800) 327-1178, Email <a href="mailto:leo.carson@sentrak.com">leo.carson@sentrak.com</a>

**Participating Entity:**

Name:	Tia Snyder
Address:	State Procurement Bureau Department of Administration Room 165 Mitchell Building 125 North Roberts Street Helena MT 59601
Contacts:	Phone 406-444-3315, Fax 406-444-2529, Email <a href="mailto:tsnyder@mt.gov">tsnyder@mt.gov</a>

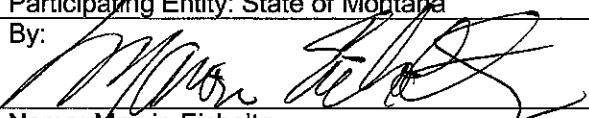
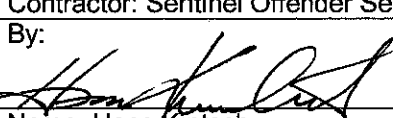
5. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "This order is subject to WSCA-NASPO Contract # 00212 terms, conditions, specifications and pricing." (2) Your Name, Address, Contact, & Phone-Number. (3) Other program requirements as necessary.

6. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases electronic monitoring services will be treated as an Individual Customer. 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 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 Entity: State of Montana	Contractor: Sentinel Offender Services, LLC
By: 	By: 
Name: Marvin Eicholtz	Name: Hans Kintsch
Title: Administrator, General Services Division, Department of Administration, State of Montana	Title: Chief Financial Officer
Date: 6/13/2013	Date: June 13, 2013