

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")**

MASTER AGREEMENT
BI Incorporated
Master Agreement No: 00212
(hereinafter "Contractor")

And

State of Wisconsin/Department of Corrections
(hereinafter "Participating State/Entity")

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1. **Scope:** This addendum covers the *Electronic Monitoring of Offenders* led by the State of Washington for use by state agencies and other entities located in the Participating **State/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 State Modifications or Additions to Master Agreement:**

See modification 1.0.

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

Contractor

Name	Matt Swando, Divisional Vice President
Address	BI Incorporated 6400 Lookout Road Boulder, CO 80301
Telephone	(303) 218-1011
Fax	(303) 218-1461
E-mail	matt.swando@bi.com

Participating Entity

Name	State of Wisconsin, Department of Corrections
Address	3099 E. Washington Ave, Madison WI 53707
Telephone	608-240-5589
Fax	608-240-3342
E-mail	colleen.ward@wisconsin.gov

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5. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State: STATE OF WISCONSIN	Contractor: BI INCORPORATED
By:  <small>3C94C779D0F14CF...</small>	By: 
Name: Edward F. Wall	Name: Ruth Skerjanec
Title: Secretary, Department of Corrections	Title: VP, Financial Planning
Date: October 27, 2014	Date: 10/14/14

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@wsca-naspo.org

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

Modification 1.0

Services/ Commodity: Electronic Monitoring of Offenders Services for the Department of Corrections, Division of Adult Institutions. Division of Community Corrections.

WHEREAS, the State of Wisconsin Department of Corrections, whose principal business address is 3099 E. Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, hereinafter referred to as **DOC**, and **CONTRACTOR**, whose principal business address is BI Incorporated, 6400 Lookout Road, Boulder, CO 80301, hereinafter referred to as BI Incorporated, entered into a Contract for Services (the "Contract") for the initial period of July 1, 2014 through December 31, 2016, with the option to extend three, mutually agreed one year terms.

WHEREAS, the DOC and Contractor wish to enter into a modification to the original WSCA Contract 00212 between the parties,

Now, therefore, it is mutually agreed as follows:

- 1. Appendix E, BI Incorporated Price Sheet to be amended as follows:

Radio Frequency daily rental / HG200	\$1.25
Radio Cellular daily rental / HG206	\$2.15
Radio Cellular daily rental / HG205	\$2.15
Breath Alcohol daily rental / Sobriotor	\$2.30
Breath Alcohol daily rental / Soberlink SL2	\$6.50 per day (\$3.50 rental unit, \$3.00 monitoring until able to interface with DOC access host).
Transdermal Alcohol/ TAD rental with installs	\$7.49 plus \$1.50 for cellular
GPS Active daily rental with installs	\$4.50

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GPS Passive daily rental with installs	\$4.35
Group Guard Base Station daily rental	\$1.95
Group Guard Transmitter (RF) daily rate	\$.95
DOC owned equipment maintenance RF daily rate	\$.25
DOC owned equipment maintenance Sobrietor daily rate	\$.49
Weekend Deactivation fees (GPS and TAD units)	No charge

Note: Prices include maintenance, calibration, clips, straps, batteries and other misc parts for operation on DOC host server. Installer services included for only TAD and GPS.

2. Section 4.0, Contractor Qualifications and Requirements, Section 4.1, Established Business is modified to include the following language at the end of the first paragraph: "All contractor installers will be required to take a drug screen and background check prior to servicing this contract."

3. Section 5.0, Delivery Requirements, is modified to add Section 5.9, Other Delivery Requirements, to include the following language:
 - Install and removal response times within 24 hours (TAD and GPS units).
 - Service calls within 24hrs.
 - Installation on site within 8 hours.
 - BI will provide 25 fixed HG206 cellular units for use at all times at no cost. These are made available to DOC when unable to install equipment due to digital phone line and/or other offender telecommunication restrictions.
 - BI will maintain the current plans of 20% spares/ backup inventory and supplies for replacement and installs at no charge for the respective equipment used. BI calculates a flat 20% off all rented RF (radio frequency) and Sobrietor units only AND separately 20% off all active days for ET1, TAD and Soberlink units.
 - BI installers will be responsible for maintaining their inventory of all GPS and TAD units.
 - BI Inc. will be responsible for inventorying all GPS and TAD units at no charge.
 - BI Inc. to provide DOC 15 scanners to monitor and track inventory.
 - BI will reconcile rented (non-agency owned) inventory on a monthly basis for TAD and ET1 units with DOC management or designee.

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-BI will provide an annual 5% lost and damaged allowance for BI owned/rented units.

4. Section 7.8 and Appendix D, Training is modified to include:
 - Training of 2 DOC Staff per quarter to include installer training at no charge.
 - BI will provide 2 staff per quarter to come to Madison to train DOC staff on the software and monitoring program by BI Inc. at no charge to DOC.
 - Training will include inventory and tools training, device training and software usage training.
5. All other standard terms and conditions will remain the same as on WSCA Contract 00212.