

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACT FOR: ELECTRONIC MONITORING SYSTEMS

CONTRACT No.: OT904116EFFECTIVE DATES: 01/22/2016 to 12/31/2016

The Department of Administrative Services has agreed to participate in a multi-state contract. The state of Washington is the lead state and their Master Price Agreement number is 00212. The bidder(s) listed herein have been determined to be the lowest responsible and responsible bidders(s) and have been awarded a contract for the item(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Robert Blair, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
ELECTRONIC MONITORING SYSTEMS

AS ISSUED BY THE STATE OF WASHINGTON CAN BE FOUND BY CLICKING THE LINK BELOW:

[00212 Master Contract with 3M.pdf](#)

- I. **SCOPE:** To provide Electronic Monitoring Systems and Services in accordance with the Washington Master Price Agreement Number 00212, issued on behalf of the National Association of State Procurement Officials (NASPO) Cooperative Purchasing Organization.

The state of Ohio has entered into this agreement by way of a Participating Addendum, herein after referred to as "Addendum", which can be viewed at the following link: [Participating Addenda-3M Corporation.docx](#)

- II. **REVISIONS:** The Contract will become effective 01/20/2016 for the state of Ohio and will follow the expirations date and renewals as set forth in the Master Contract.

Article 1(C)(1)(d)- Termination for Endangered Performance.

The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the state and has requested and not received a letter of assurance from the Contractor within the time period specified in the State's written notice.

Article 1(C)(1)(i) -- Termination for Convenience.

The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any supplies or products that the Contractor has delivered or services rendered up to and including the date of termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for the services, products or supplies, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

Article 4(C) – Indemnity

The Contractor will indemnify the State for any and all third party claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

Article 5(B) – Antitrust Assignment to the State

The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.

S-9 – Automobile and General Liability Insurance.

During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that they be used to meet the required limits and the coverage must follow form.

The awarded Contract shall abide by all Terms and Conditions set forth in the Master Contract and this Addendum, in the case of contradiction between the RFP document, the Addendum and the state of Ohio Terms and Conditions shall supersede the following link: [GPC Term and Conditions.](#)

SPECIFICATIONS

V. PRIMARY CONTACTS:

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State representing Washington State Procurement

Name: Kerri Ryan, Marketing Supervisor
Address:
3M Electronic Monitoring, Inc.
1838 Gunn Highway
Odessa, FL 33556
Telephone: (813) 749-5454
Fax: (813) 749-5474
E-mail: kerri.ryan@mmm.com

Contractor

Name: John McClain, Government Programs
Contractor: 3M Electronic Monitoring, Inc.
Address: 1838 Gunn Highway
Odessa, FL 33556
Telephone: 813-749-5454
FAX: 630-488-6241
Email: jtmccclain@mmm.com

Participating State (Entity)

Name: Peggy J. Canada, CPPB
Address: 4200 Surface Rd.
Columbus, OH 43228
Telephone: 614-644-1786
Fax: 614-485-1056
E-mail: peggy.canada@das.state.oh.us

VI. SERVICING SUBCONTRACTORS: None

PRICE SCHEDULE

The following link is to the website that contains pricing and ordering instructions as awarded for The 3M Corporation, on the Washington Master Agreement Number 00212: [00212 3M Corporation.pdf](#).

CONTRACTOR INDEX

CONTRACTOR:

CONTRACT NO.: OT904116

OAKS ID NO.: 168843
3M Electronic Monitoring, Inc.
1838 Gunn Highway
Odessa, FL 33556

CONTRACTOR'S CONTACT: John McClain

Telephone 813-749-5454
FAX: 630-488-6241
E-mail jtmclain@mmm.com