CONTRACT AMENDMENT NO. 1
CONTRACT FOR Vehicle Information Management Systems
CONTRACT # MT20140217001v001

This CONTRACT AMENDMENT is to amend the above-referenced contract between the State of Montana, ***Department of Corrections, Montana Correctional Enterprise Division***, (State), whose address and phone number are 350 Conley Lake Road, Deer Lodge, Montana, ***and 3M Company, 3M Traffic Safety and Security Division*** (Contractor), whose address and phone number are 3M Center, Building 225-4N-14, St. Paul, MN 55144 and 800-553-1380 prompt 3.This Contract is amended for the following purpose(s):

1) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend the ***maintenance portion*** of this Contract for the period January 1, 2015, through December 31, 2015, per the terms, conditions, and prices agreed upon. This is the first renewal, second year of the Contract.

2) In accordance with the section entitled Effective Date, Duration, and Renewal, both parties mutually agree to extend the ***reconfiguration portion*** of this Contract for the period January 1, 2015, through February 28, 2015, per the terms, conditions, and prices agreed upon.

Except as modified above, all other terms and conditions of Contract Number MT20140217001v001 remain unchanged.

STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
CORRECTIONAL ENTERPRISES
350 CONLEY LAKE ROAD
DEER LODGE, MT 59722

BY: Gayle Lambert/Adminis
(Name/Title)

Gayle M Lambert
(Signature)

DATE: 12-30-2014

3M COMPANY
TRAFFIC SAFETY AND SECURITY DIVISION
3M CENTER 224-4N-14
ST PAUL, MN 55144
FEDERAL ID # 41-0417775

BY: Daniel F Moran - Lead Contract Admin.
(Name/Title)

(Signature)

DATE: 12/18/14

Approved as to Legal Content:

Legal Counsel 12-23-14
(Date)

Approved to Form:

Jeannie Lake, Procurement Officer 12/5/14
State Procurement Bureau (Date)

Vehicle Information Management Systems
MT20140217001v001

THIS CONTRACT is entered into by and between the State of Montana, Department of Corrections, Montana Correctional Enterprise Division, (State), whose address and phone number are 350 Conley Lake Road, Deer Lodge, Montana, and 3M Company, 3M Traffic Safety and Security Division (Contractor), whose address and phone number are 3M Center, Building 225-4N-14, St. Paul, MN 55144 and 800-553-1380 prompt 3.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The contract's initial term is January 1, 2014, or upon contract execution, through December 31, 2014, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The legal counsel signature approving legal content of the contract and the procurement officer signature approving the form of the contract do not constitute an authorized signature.

1.2 Contract Renewal. The State may renew this contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 2) in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of ten years.

2. COST ADJUSTMENTS

2.1 Cost Adjustments Negotiated Based on Changes in Contractor's Costs. ***After the contract's initial term and if the State agrees to a renewal***, the parties may negotiate cost adjustments at the time of contract renewal. Any cost increases must be based on demonstrated industrywide or regional increases in Contractor's costs. The State is not obligated to agree upon a renewal or a cost increase.

3. SERVICES AND/OR SUPPLIES

Contractor shall provide the State Vehicle Information Management System (VIMS) as provided in the attached proposal, (attachment 1), dated January 3, 2014.

Contractor shall provide the State re-configuration of the Vehicle Information Management System (VIMS) as provided below:

- Update VIMS file mapping files and update databases to load 5 new mailing address files from the MERLIN Order File.
- When the Mailing address and the Ship To address are the same, need to determine if the Mailing address should be blank or both fields should contain the same address data in the order file.
- When the Mailing address does not equal the Ship To address, need to extract the mailing address data and create a file for printing the address labels to be placed on the plate envelope. Address label to include license plate text and a barcode of the license plate text,
- For Ship To labels, need to print one label on the Zebra printer that contains data as shown on the manually created MCE Ship To labels which include plate range, ship to address, box x of y, etc. (see MCE sample label).
- Create a packing list to be inserted in the box that includes Ship To address, plates in box, and the associated MERLIN order numbers.
- Correct the load of the MERLIN Order number into VIMS
- Create a billings report that can be run by specifying the date range and showing the plates shipped from MCE and include the MERLIN Order number in the report

4. WARRANTIES

4.1 Warranty For Services. The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

4.2 Warranty for Software. For a period of ninety (90) days from the date of receipt of software, the contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

4.3 Warranty for Hardware. The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications. The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, State may return it to the contractor for a full refund. The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are the state's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration of the Vehicle Information Management System Services to be provided, the State shall pay Contractor $31,858.00 for the first year of service as per section 3.1. The pricing is detailed in Attachment #1.

In consideration of the Vehicle Information Management System re-configuration to be provided as in section 3.2 and upon the Certification of Acceptance completion by both parties the State shall pay the Contractor $74,000.00. This rate is inclusive of all travel and per diem. State will not compensate Contractor for travel or travel time, lodging, meals, supplies, or any other expense incurred by Contractor while performing services identified within this Contract.

5.2 Withholding of Payment. The State may withhold disputed payments to Contractor under the subject statement of work (or where no statement of work exists, the applicable contract). The withholding may not be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. Contractor is not relieved of its performance obligation if such payment(s) is withheld.

5.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 1%10 Net 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5.4 Reference to Contract. The contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the State is not obligated to pay the invoice.

5.5 Agency Assistance. To the extent possible, Contractor shall use its own facilities and equipment in providing the services set forth in Section 3. However, the parties recognize that services provided to the State may occur within the confines of a secure correctional facility necessitating the use of State facilities and

equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g. Montana State Prison and Montana Women's Prison do not allow wireless phones within the facility).

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. The State may terminate this contract under section 23, without incurring liability, for the Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

6.2 Retention Period. Contractor shall create and retain all records supporting the Vehicle Information Management System for a period of four years after either the completion date of this contract or termination of the contract.

7. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.) Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

8. HOLD HARMLESS/INDEMNIFICATION

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 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 Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this contract.

9. LIMITATION OF LIABILITY

Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

10. REQUIRED INSURANCE

10.1 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.

10.2 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.

10.3 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.

The State, is 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.

10.4 Deductibles and Self-Insured Retentions. At the State's request, Contractor shall provide a copy of the applicable certificates of insurance and any endorsements evidencing the insurance required under this contract.

10.5 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.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

12. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

13. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

14. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such

businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://sos.mt.gov.

15. INTELLECTUAL PROPERTY/OWNERSHIP

15.2 Title and Ownership Rights. The State retains title to and all ownership rights in all data and content, including but not limited to multimedia or images (graphics, audio, and video), text, and the like provided by the State (the "Content"), but grants Contractor the right to access and use Content for the purpose of complying with its obligations under this contract and any applicable statement of work.

16. PATENT AND COPYRIGHT PROTECTION

16.1 Third-Party Claim. If a third party makes a claim against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor shall indemnify the State against all costs, damages, attorney fees, and all other costs and expenses of litigation that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

16.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine whether the contract has been breached.

17. CONTRACT OVERSIGHT

17.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or may issue a stop work order.

17.2 Right to Assurance. If the State, in good faith, has reason to believe that Contractor does not intend to, is unable to, or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that Contractor give a written assurance of intent to perform. Contractor's failure to provide written assurance within the number of days specified in the demand (in no event less than five business days may, at the State's option, be the basis for terminating this contract and pursuing the rights and remedies available under this contract or law.

17.3 Stop Work Order. The State may, at any time, by written order to Contractor require Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to Contractor. The order must be specifically identified as a stop work order issued under this clause. Upon receipt of the order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, Contractor shall resume work. The State Project Manager shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

18. CONTRACT TERMINATION

18.1 Termination for Cause. The State may, by written notice to Contractor with reasonable opportunity to cure, immediately terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms or conditions contained in this contract.

18.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

18.4 Noncompliance with Department of Administration Requirements. The Department of Administration, under the provisions of 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval or breaching Section 29.1 obligations; or
- voluntary or involuntary bankruptcy or receivership.

19.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

19.3 Actions in Event of Breach.

Upon the Contractor's material breach, the State may:

- terminate this contract under section 23; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon the State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not

less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or

- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

20. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

21. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

22. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

23. LIAISONS AND SERVICE OF NOTICES

23.1 Contract Manager. The State Contract Manager identified below is the State's single point of contact and shall perform all contract management under 2-17-512, MCA, on the State's behalf. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

Andrew Olcott, Business Manager, is the State's Contract Manager.
350 Conley Lake Road
Deer Lodge, MT 59722
Telephone: 406-846-1320 ext. 2324
Fax: 406-846-2957
E-mail: aolcott@mt.gov

Daniel F. Moran is Contractor's Contract Manager.
MVSS DMV Lead Contract Administrator
3M Traffic Safety & Security Division
3M Center, 224-4N-14
St. Paul, MN 55144
Telephone: 651-736-6705
E-mail: dfmoran@mmm.com

23.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

23.3 Identification/Substitution of Personnel. The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

24. MEETINGS

24.1 Technical or Contractual Problems. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

24.2 Progress Meetings. During the term of this contract, the State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the State's progress in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

24.3 Failure to Notify. If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services or products, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

24.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by Contractor. This is Contractor's sole remedy. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

25. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most contract current rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

26. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this 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. (18-1-401, MCA.)

27. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

28. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

29. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

30. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

30.1 Contract. This contract consists of 9 numbered pages and any Attachments. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

30.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

31. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

32. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA
DEPARTMENT OF CORRECTIONS
CORRECTIONAL ENTERPRISES
350 CONLEY LAKE ROAD
DEER LODGE, MT 59722

BY: Gayle Lambert / Administrator
(Name/Title)

Gayle M Lambert
(Signature)

DATE: 5/22/14

3M COMPANY
TRAFFIC SAFETY AND SECURITY DIVISION
3M CENTER 224-4N-14
ST PAUL, MN 55144
FEDERAL ID # 41-0417775

BY: Daniel F Moran / DMV Lead Contract Admin.
(Name/Title)

(Signature)

DATE: 05/15/14

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

5/15/2014

Jeannie Lake, Procurement Officer (Date)
State Procurement Bureau

Chief Information Officer Approval:

Contractor is notified that, under the provisions of 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

5-19-14

Chief Information Officer (Date)
Department of Administration

3M Statement of Work (SOW) – MT20140217001v001 Vehicle Information Management System (VIMS) Maintenance

1. Contact Information

Customer Name	Andrew Olcott
Customer Agency	Montana Correctional Enterprise
Customer Phone Number	406-846-1320x2324
Customer e-mail Address	406-846-2957
Date Requested	1/3/2014
SOW Issue Date	02/17/14
3M SOW Number	MT20140217001v001
3M Project Manager	Tarvin Robertson

2. Reported Issue

2.1. Andrew Olcott contacted 3M regarding the renewal of the Vehicle Information Management System (VIMS) Service.

3. Requested Service

3.1. 3M to provide Montana Correctional Enterprises with a price quotation for a VIMS maintenance contract.

4. Deliverables

4.1. 3M will provide:

4.1.1. Manage maintenance contract

4.1.2. 3M to continual maintenance support on the VIMS

4.1.3. Provide up to four (4) days of on-site training on use of the VIMS software

4.1.4. Provide one year of on-going service including telephone support, preventive maintenance, and break/fix.

5. Milestones

5.1. 3M delivers SOW to Montana Correctional Enterprise for review.

5.2. Montana Correctional Enterprise accepts the SOW and issue a Formal Contract to 3M for review and signed acceptance.

6. 3M Responsibilities

6.1. 3M continues to provide maintenance coverage on VIMS.

7. Customer Responsibilities

7.1. Provide a Project Manager to serve as a MT contact point for the project

7.2. Prepare MCE site infrastructure for VIMS

7.3. Provide VIMS operators with the following current skill set.

7.3.1. Basic PC skills

7.3.2. 1 year of Windows Operating System experience

7.3.3. Able to read and understand written English instructions

7.3.4. Provide a secure FTP site for exchange of order files, and pleate order status files, if necessary.

7.3.5. Provide VPN access to VIMS computers to aid in implementation and support of the VIMS.

8. Change of Scope Procedure

8.1. Any proposed changes to processes, procedures, service and/or work schedules which would impact the maintenance contract hall be submitted in writing to MT and 3M for review and approval.

9. Pricing and Terms

9.1. The price for the VIMS maintenance contract for one year will be $31,858.00

9.2. Payment terms are 1% 10, Net 30

9.3. Upon receipt of Formal Contract and payment by MT, the MT VIMS contract will be valid retroactive from January 1, 2014 through December 31, 2014.

9.4. Pricing is valid for 60 days from the SOW Issue Date.

9.5. This SOW is for the continuation of the VIMS MT Contract #MCE 080000003.

POWER OF ATTORNEY

By the authority granted the undersigned by the Deputy General Counsel and Secretary, the individuals listed below are appointed as 3M's, or its designated subsidiaries', true and lawful attorneys-in-fact for it, and in its name, for commercially-available products and services and government-unique products and services (except research and development services[1]) for which 3M or its designated subsidiaries will be a prime contractor or subcontractor to any federal, state or municipal governmental agency in the United States, or to a federal, state or municipal prime contractor or higher tier subcontractor in the United States, to do acts specified on behalf of this Corporation.

(a) To submit or execute proposals, bids, binding purchase orders, contracts and subcontracts, and documents related thereto, excluding certifications, representations and warranties to comply with certain laws or regulations[2] (hereafter referred to as "certifications"), the following attorneys-in-fact are hereby appointed. Authority may not be sub-delegated.

Authority for the below individuals applies to the specific Business Unit or staff function indicated, subject to the limitations imposed by their respective General Manager/Vice President or equivalent.

- **3M Purification Inc.**
  Richard P. Couture
- **3M United Corporation**
  Vincent Martinez
- **Aero Technologies LLC**
  Perry M. Cannff
- **Aerospace and Aircraft Maintenance Division**
  Perry M. Cannff
- **Abrasive Systems Division**
  Perry M. Cannff
- **Advanced Materials Division**
  Bruce R. Lechner
  Cheryl Brayman
  Cheryl Ingstad
  Claudia Pearson
  Elizabeth R. Utley
  John Gianola
  Kent Moeller
  Robert Race
  Sandra J. Rushin
  Scott J. Davis
  Scott R. Hanson
- **Critical and Chronic Care Solutions Division**
  Michael B. McDonald
- **Electronics Markets Materials Division**
  Joseph F. Koch
- **Electrical Markets Division**
  Fred Schiller
- **Food Safety Department**
  Michelle Erdman
- **Government R&D Contracts Department**
  Steven L. Kaye
  Ruth P. Charles
  Yvette L. Smith
- **GTA-MHT, Inc.**
  Perry M. Cannff
- **Health Information Systems Division**
  Andee B. Androle
  Deborah A. Mason
  Gail L. Garrison
  Gail W. Kirkpatrick
  Gerald R. Jennings
  James R. McDonough
  Jan C. Cline
  John C. Mattison
  Lisa M. Black
  Myung H. Kim
  Paulette Brimler
  Rai J. Terrill Jr.
  Tom M. Graves
- **Industrial Adhesive and Tapes Division**
  Authority for the below individual(s) applies to Federal Supply Schedule contracts only:
  Perry M. Cannff
- **Infection Prevention Division**
  Michael S. McDonald
  Health Care Service Support
  Philip J. McCauley
- **Optical Systems Division**
  Mick A. Summers
- **3M Detection Solutions**
  Melissa J. Wesemann
- **Stationery and Office Supplies Division**
  Malcolm P. West
- **Traffic Safety and Security Division**
  Catherine J. LeClair
  Chad Reed
  Dan J. McGurran
  Daniel F. Moran
  David A. Peinton
  Eric M. Schwalb
  John H. Morris
  John P. Dent
  John W. Lehman
  Linda M. Gondringer
  Mary K. Zilles
  Matthew R. Leidel
  Nicole A. Christopherson
  Richard J. LaClair
  Robert L. Storeyard
  Tim O'Leary
- **Venture Tape Corporation**
  Perry M. Cannff

Authority for the below individuals applies to the specific Business Unit or staff function indicated.

- **Global Channel Services**
  Julie M. Morman
  Derrick E. Hiller
- **Government Contract Compliance**
  Elizabeth A. Grimes
  Karin Stein D'Boyle
  Richard J. Rordas
- **Government Markets**
  Karen A. Kindern
  Laura A. Patrick
- **Office of General Counsel**
  Richard N. Ruyath

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[1] Authority to submit proposals and sign contracts for research and development services is managed by the Executive Vice President & Chief Technology Officer for Research & Development.

[2] Product or performance warranties are to be reviewed and accepted by any 3M individual granted authority or responsibility to do so by the applicable business unit or staff group.