

Perimeter Security for Montana State Prison
COR-SVCS-2018-0064

THIS CONTRACT is entered into by and between the State of Montana, **Department of Corrections**, (State), whose address and phone number are **5 S Last Chance Gulch St, Helena, MT 59601, (406) 444-4941** and **Sloan Security Group, Inc.**, (Contractor), whose address and phone number are **2230 S. Cole Rd., Ste. 130, Boise, ID 83709** and **(208) 344-8379**.

1. EFFECTIVE DATE, DURATION, AND RENEWAL

1.1 Contract Term. The Contract's initial term is **upon contract execution**, through **June 30, 2018**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless 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. State may renew this Contract under its then-existing terms and conditions in **two (2)**-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of **10** years.

2. SERVICES AND/OR SUPPLIES

Contractor shall provide State the following:

1. General:

Contractor will provide shop drawing level systems design, supply, installation, wiring, repair, and maintenance of a fiber optic based perimeter intrusion detection system (PIDS) at the Montana State Prison (MSP) Main Campus, Martz Diagnostic & Intake Unit (MDIU), and Montana Correctional Enterprises (MCE) Industries Compound, including labor and materials.

Shop drawing level systems design, supply, installation, wiring, repair, and maintenance of a Video Surveillance System (VSS) to monitor the MSP Main Campus, MDIU, and MCE perimeters.

The decommissioning of existing systems once all new systems are commissioned.

- a. Contractor shall provide and install all necessary updates to the existing Vindicator V5 Security Network in accordance with manufacturer recommendations.
- b. All systems shall network and interface through the Vindicator V5 Security Network.
- c. Existing duress alarm modules, monitoring and infrastructure are excluded from the scope of this contract. Existing duress alarm system annunciator and map shall remain in use following the work under this contract.
- d. The existing PIDS shall remain fully operational and online throughout the project except as strictly coordinated with MSP.
- e. All materials and equipment shall be new and of current manufacture.
- f. The contractor shall provide a system warranty for defects in workmanship and materials, under normal use and service, for a period of two years from the date of substantial completion. Any equipment shown defective in workmanship or material shall be repaired, replaced, or adjusted free of charge within the warranty period.
- g. Work shall include the procurement, installation, and configuration required for a complete and fully functional systems

- h. Contractor shall inventory all tools at the beginning and end of each workday.
- i. All field enclosures shall be NEMA-4X rated.
- j. All field cables shall enter enclosures from the bottom with drip loops to reduce the possibility of water penetration into the enclosures.
- k. All field components, including switches, converters, and patch panels shall be rated for use in the climate found on site.
- l. Contractor shall install all system related cables with service loops.
- m. Contractor shall secure equipment using fasteners suitable for the use, materials, and loads encountered. All hardware shall be tamperproof.
- n. Removed material shall not be reinstalled. Refuse and removed material shall be removed from MSP property and shall be properly disposed of.
- o. The local service organization servicing the warranty period for the equipment shall become certified in its use before installation of the equipment.
- p. Provide all software and software licenses required for fully functional system.
- q. Designated MDOC personnel shall receive full training and instruction given by competent manufacturer's authorized trainer thoroughly familiar with all technical and operational aspects of the installed systems. Training shall consist of a minimum of 2 hours per session and be provided for each duty shift. Contractor shall provide a total of 24 hours of training. Contractor shall provide digitally recorded and professionally produced train the trainer video on DVD and digital file to include operations, maintenance, and programming.
- r. Contractor shall provide full shop drawings and product data 60 days after notice to proceed is given. This shall include sequence of operations, shop drawings, single line drawings, installation details, complete description of work to be performed, equipment location and identification, schedule and phasing, and PIDS zoning for Contractor to successfully construct and install systems as described within.
- s. Contractor shall provide full 'As-Built' documentation.
- t. Refer to RFP #COR-RFP-2017-0073N drawings for additional requirements and details of the scope of work.
 - 1. ES-100 Site Plan Perimeter Survey
 - 2. ES-101 Main Campus Layout
 - 3. ES-102 Industries Layout
 - 4. ES-103 Central Sallyport Layout
 - 5. ES-104 MDIU Sallyport Layout
 - 6. ES-105 Wallace Building Sallyport Layout
 - 7. ES-200 Perimeter Security System Diagram
 - 8. ES-201 Perimeter Security Details

SYSTEM PERFORMANCE DESCRIPTIONS

- 1. **Perimeter Intrusion Detection System (PIDS) System Description**
 - a. The fiber optic intrusion detection system shall function as a perimeter intrusion detector. It shall be installed on the secure side of the inner fence line (inside no man's land) of the Main Campus, MCE, and the MDIU perimeters.
 - b. The system shall provide intruder detection on the existing chain link fencing. The system shall detect intruders and generate an alarm based on changes created in the sensor cable's optical signal by any intruder action that causes vibration or motion. These actions are characteristic of an attempt to defeat a fence barrier in any of the

following manners: fence climbing, post climbing, cutting, lifting of fence fabric and ladder assisted vaulting or other fence contact bridging methods.

- c. The fiber optic cable and detection system shall employ technology to detect and diagnose the disturbances along the fence.
- d. The basic system shall consist of a fiber optic backbone cable, fiber optic sensor cables, insensitive lead-in cables, flexible conduit and an Alarm Processing Unit(s) supporting all sensor zones.
 - 1. The Processing Unit shall provide alarm type distinction between intrusion attempts and fault conditions for each zone and tamper conditions for relay modules, when integrated with central station equipment via the Processing Units TCP/IP port using XML interface.
 - 2. The Processing Unit shall be mounted in a 19" equipment rack provided by the work of this project.
- e. Detection System Zoning
 - 1. Detection zones shall be established that are 100m in length maximum.
 - 2. The PIDS detection zones shall use the same configuration as the existing system. Contractor shall allow for zone changes to be indicated as necessary by the State representative.
 - 3. The system shall have spare capacity for future zones for all 3 perimeters.
 - 4. Stimulus or damage to any zone shall have no effect on any other zone.
 - 5. Signal processing of each zone shall be independent of every other zone.
 - 6. In each available Processing Unit's zone, the optical power level shall be monitored and a fault condition shall be reported if the level drops below a preset value.
- f. Perimeter Security Management System
 - 1. Provide a Perimeter Security Management system customized for the site. Provide full-size screenshots for Shop Drawing review by State demonstrating the actual graphical user interface (GUI) screens and configurations.
 - 2. The Perimeter Security Management system shall allow personnel to control and monitor the new PIDS system utilizing an intuitive easy to use graphical user interface.
 - 3. The Perimeter Security Management system shall consist of two new PC workstations with software installed that provide (GUI) screens with touch screen and/or mouse control. Touchscreens shall be a minimum of 27 inches.
 - 4. Provide one touchscreen GUI workstation to be located in the Wallace Building Command Post. The Command Post work station shall allow the user to control and monitor all PIDS.
 - 5. Provide one touchscreen GUI workstation to be located in the MDIU control room. The MDIU workstation shall be authorized only to monitor the MDIU PIDS.
 - 6. GUI interfaces shall include an integrated perimeter site map showing the PIDS zones as located on the fence line and gates.
 - 7. The sensing shall have a slightly different color for normal (shades of green), alarm (shades of red) and trouble (shades of amber) conditions for ease of identification by operator.
 - 8. The Perimeter Security Manager application shall allow the user to control and monitor all perimeter detection systems
 - 9. The Contractor shall set up user permissions and restrict users' access to specific functions dependent upon user name, password, and assigned privilege levels. Coordinate with State and State's representative for further requirements.
 - 10. The system shall have complete diagnostics allowing monitoring of the complete network, allowing users with appropriate permissions to simulate alarm events,

and provide graphical display of data communications between third party devices.

11. Provide full help screens and the ability to browse system manuals stored on the local hard drive.
12. Contractor shall provide full configuration and set-up of the new system and the addition of new systems in the future including:
 - a. Capable of incorporating future upgrades of the Duress System.
 - b. Graphical screen updates and future system expansion
 - c. Gridding of icons over graphical maps for placing of dynamic icons.
 - d. Creating users, passwords, user rights, and access levels.
 - e. Configuration of channels for each third party device.
 - f. Configuration of Groups of alarms.
 - g. Control of Video Surveillance monitor display including which camera is to be displayed on which monitor.
 - h. Creation of menu buttons by device type.
 - i. Configuration of scenarios to perform a list of system actions.
 - j. Allowing alarm tags to set-up default response when acknowledging an alarm.
 - k. The software shall generate an event log and track all user interactions including alarm events, scenarios, and administrator functions.
 - l. Audit trails reports shall be sorted by time, date, usernames, event descriptions, and access levels.
13. A report printer shall be provided.
14. Provide complete integration between new PIDS and Video Surveillance System to allow for video following alarm at each workstation. This shall include fixed and PTZ camera programming. Where a PTZ camera is employed, the Contractor shall utilize the nearest camera and provide preprogrammed presets allowing the camera to focus, zoom, and adjust to the appropriate alarm area. Where multiple cameras are available, the Contractor shall provide call-up of all related cameras to the area of alarm.
15. Fiber Optic Perimeter Intrusion Detection System Approved Manufacturers
 - a. Fibersensys;
 - b. Future Fibre Technologies;
 - c. Fiber Patrol by Senstar; or
 - d. Approved Equal

g. Sally-port Intruder Detection

1. Provide Active Infrared Intrusions Sensors at sally-port gates to detect walking or climbing intruders.
2. The system shall consist of a transmitter, which is the source of invisible pulsed active infrared emissions, and a receiver, which receives the beam signals, analyses them, and detects intruders passing between the two columns.
3. The sensors shall include a hood shield to prevent interruption of the beam reception in the presence of frost or dew.
4. A heater shall be installed for added protection against temperature extremes.
5. The receiver shall generate an alarm when IR beams are blocked, there is a progressive drop in IR signal, and when there is a DC power failure.
6. Sally-port intrusion sensors shall be integrated into the fiber optic PIDS
7. Alarms shall be reported on PIDS monitors.
8. Approved IR Sensor Manufacturers

- a. Senstar
- b. Protech
- c. Southwest Microwave
- d. Or Approved Equal

2. Video Surveillance System Description

- a. Provide a new Internet Protocol (IP) based Video Surveillance System (VSS).
- b. Provide Vandal Resistant, IK10 rated security grade IP Video Surveillance cameras.
- c. Cameras shall be IP 66 and rated for all weather and temperature ranges from 20°F-120°F.
- d. Cameras shall be PTZ when covering more than one zone of the PIDs system.
- e. Cameras shall be equipped with heaters.
- f. Cameras shall be properly grounded.
- g. Surveillance camera communication shall occur over the Fiber Optic trunk cable of the Perimeter Intrusion Detection System.
- h. Provide camera mounts to mount surveillance cameras to guard towers where indicated on drawings.
- i. Provide camera poles for mounting surveillance cameras where indicated on drawings.
- j. The VSS shall be capable of integrating with the PIDS management system. The VSS shall make an audible alert and automatically call up the security camera view associated with any PIDS zone in alarm.
- k. All video workstation / video playback station / video review station computers communications for the IP Video Surveillance cameras shall be transmitted by an Ethernet based network.
- l. All video surveillance workstations connected to the network shall be capable of displaying both live and recorded video from all cameras according to State defined permissions.
- m. The system shall be capable of providing both single camera and multiplexed video display on any viewing stations.
- n. The system shall be capable of providing event driven or call-up video switching.
- o. The system shall record all cameras on the network.
- p. The system shall be designed to provide all functions typically found in a traditional video surveillance system without requiring a hardware matrix switch.
- q. The system shall be designed to permit the future expansion of the system with minimal modification to the system programming or configuration. MSP shall be capable of adding cameras, viewing computers, or video recording servers by connecting these devices to the network and performing user level device configuration.
- r. Contractor shall demonstrate camera views to MSP prior to permanent mounting for all cameras using a monitor and recommended camera/lens combination.
- s. Video Surveillance System Approved Manufacturers
 - 1. Samsung
 - 2. Pelco
 - 3. Bosch
 - 4. Or Approved Equal

3. Control and Monitoring:

- a. Provide Workstations based upon manufacturer recommendations for requirements listed below and elsewhere within this document.

- b. Provide control and monitoring of all of PIDS on Perimeter Management System workstation in the Command Post located in the Wallace Building, refer to drawings in RFP.
- c. Provide monitoring only of PIDS alarms in Guard Towers 1, 3, 4.
- d. Provide PIDS workstation in MDIU to monitor MDIU perimeter. MDIU PIDS workstation shall be located in the MDIU Control Room.
- e. Provide control and monitoring of the VSS of all perimeters on the Video Management System (VMS) workstation located in the Command Post in the Wallace building.
- f. Provide VMS workstation for monitoring of the cameras surveilling the MDIU perimeter. Workstation shall be located in the MDIU control room.
- g. Existing Duress System shall be monitored and controlled on the existing PIDS workstation in the Wallace Building Command Post.
- h. Provide rack mounted Network Video Recorders (NVR) in the equipment room located below the Wallace Command Post as shown on drawings.
- i. Provide for a minimum of 30-day continuous recording time of each camera at 7.5 frames per second (fps) during non-alarm conditions and 20fps during alarm, trouble, or tamper conditions. Live viewing shall be at 30fps for all cameras at each provided workstation.

4. Control Consoles, Cabinets, and Enclosures:

- a. The Contractor shall provide control consoles customized to function as required for MSP operations, complete and functional as required for security and communication systems. The Contractor shall develop dimensioned layouts and details as required.
- b. The Contractor shall supply a system capable of supporting all specified electronics.
- c. Provide turrets with Graphic map for monitoring of PIDS alarms in guard towers. These turrets shall be for monitoring of the PIDS system only.
- d. Provide locking type protection enclosures for all electronic devices and modules provided. Provide keying as required by State.
- e. Provide louvers and thermostatically controlled venting for all consoles, cabinets, and enclosures that house heat sensitive electronics.
- f. Contractor shall be responsible for the interfacing and integration of all devices and systems.
- g. Equipment Racks
 - 1. Equipment racks shall be furnished and installed at locations shown on Drawings.
 - 2. Equipment racks shall be used to mount all rack-mounted equipment.
 - 3. Equipment racks shall have the following features:
 - a. Mounting rails for standard 19" equipment
 - b. Top, bottom and side panels painted black.
 - c. Wire ways and wire management features to allow for proper workmanship, routing, bundling, securing and dressing of all cables.
 - d. Fans, louvers, filters and thermostat control for the clean efficient exhaust of heat from the enclosure.
 - e. Pull-out light source shelf with movable and extendable light sources (min. 2) to assist with detailed rack work and identification.
 - f. Draw out tray to place papers, laptop or tools during rack access or work.
 - g. Power strips for equipment connection with 50% spare capacity.

- h. Racks shall be placed in rooms to allow code-required access to front and rear doors.
- i. Rack power strips shall be powered through UPS-backed power circuits.
- j. Racks shall be bolted to the floor.
- k. Cables shall enter racks overhead from the cable tray system or wire management system. Cable tray curved, ladder type, dropout connectors shall connect between the bottom of the cable tray and top of rack. All cables shall be secured to the connect rung.
- l. Consoles shall include cable guides and protectors to allow relocation within 3 ft. of the final location as required for adjusting and servicing.
- m. Mounting hardware for the specified electronics shall be provided by MDOC. All hardware needed for assembly shall be provided. Panel bolts, washers, and clips with captive nuts suitable for use with EIA standard punched rack rails shall be included where appropriate. Slide kits, where appropriate, (including drawers) shall be of ball bearing operation. Friction or roller type slides are not acceptable.

5. Electrical Power and Infrastructure

- a. All power for PIDS, Perimeter Management System, VSS and VMS shall be provided by emergency power circuits that are backed by emergency generator and UPS for short term switchover.
- b. All new conduit paths will be installed by MDOC, unless determined otherwise, and shall provide spare capacity for future expansion.
- c. Conduits for PIDS infrastructure shall be fence mounted and account for contraction/expansion due to weather.
- d. New cabling shall provide spare service loops for future maintenance

6. Demolition of Existing PIDS:

- a. Upon final inspection and testing of the new PIDS, and its commissioning, the existing systems shall be decommissioned.

Conduit at Montana State Prison

Installation of the necessary electrical conduit at the Montana State Prison (see section A. Subcontract)

-Inclusions:

- 1. Excavation of ~2000 LF of Trench to Install the new conduit. The trench will be 12" Wide x 30" Deep
- 2. Provision & Installation of (2) 1" SCH 40 conduit runs throughout each LF of trench.
- 3. Backfill/Grading of the Trench once the conduit is installed/approved with the existing spoils
- 4. The specified unit price, as long as, the actual quantity installed is within +/-15% of the 2000 LF quantity (if the final quantity varies beyond 15%, Sloan will have to reprice the scope of work)
- 5. Equipment/Labor required to complete the scope

-Exclusions:

- 1. Importing Backfill Material
- 2. Transporting excess spoils
- 3. Utility Conflicts
- 4. Demolition
- 5. Excavation through concrete, asphalt, or rock
- 6. Delays caused by the owner
- 7. Rigid Conduit

3. WARRANTIES

3.1 Warranty For Services. 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 Contractor can take corrective action.

3.2 Warranty for Hardware. 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 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 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 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.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration of the services to be provided, State shall pay Contractor according to the following schedule:

Project cost for MSP Main Campus:	\$487,690.42
Conduit at MSP:	\$73,400.00
Project cost for Industries Campus:	\$41,414.51
Project cost for MDIU Campus:	<u>\$20,356.03</u>
Total Project Cost:	\$622,860.96

DEPARTMENT and CONTRACTOR understand this is an “estimated” schedule that is dependent upon the actions of both parties and may be amended with additions to scope of work initiated by DEPARTMENT.

CONTRACTOR agrees to keep designated DEPARTMENT staff informed of all actions having a direct impact on the length and cost of the project. Both parties must mutually agree, through a written change order document or contract amendment, before changes can be made to the project cost and completion date.

4.2 Withholding of Payment. 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, 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.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, State has thirty (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 State’s electronic funds transfer payments.

4.4 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, State is not obligated to pay the invoice.

5. PREVAILING WAGE REQUIREMENTS

5.1 Montana Resident Preference. The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of

Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2 Standard Prevailing Rate of Wages. In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

5.3 Notice of Wages and Benefits. Furthermore, 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with 18-2-423, MCA.

5.4 Wage Rates, Pay Schedule, and Records. 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for **Construction 2017 and Non-Construction 2017.**

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 16, Contract Termination, without incurring liability, for 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 services rendered for a period of eight 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 State's prior written consent. (18-4-141, MCA) Contractor is responsible to 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 State under this Contract.

8. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save 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 negligent or alleged negligent acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, under this Contract. Contractor's obligations under this section do not apply to the negligent or alleged negligent acts or omissions of State or its agents, employees, representatives, assigns, subcontractors.

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 negligent or alleged negligent performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors.

10.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by 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 negligent act, omission, of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, must be listed as an additional insured 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 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State must be covered and listed as an additional insured for automobiles leased, owned, or borrowed by Contractor.

10.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects 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.

10.6 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 uploaded to the Contractor's vendor profile in eMACS, (www.vendorportal.mt.gov). *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

10.7 Specific Requirements for Cyber/Data Information Security Insurance. The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal acquisition such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the State requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State. Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors. Note: If occurrence coverage is unavailable or cost-prohibitive, the State will accept 'claims made' coverage provided the following conditions are met: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for 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 uploaded to the Contractor's vendor profile in eMACS, (www.vendorportal.mt.gov).

12. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, 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. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. CONTRACTOR will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, 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 on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or

condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

13. DISABILITY ACCOMMODATIONS

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 domiciled 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. CONTRACT TERMINATION

15.1 Termination for Cause with Notice to Cure Requirement. State may 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 after giving Contractor 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 **thirty (30)** days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

15.2 Termination for Cause with Notice to Cure Requirement. Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the 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.

15.3 Reduction of Funding. State must by law terminate this Contract if funds are not appropriated or otherwise made available to support 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, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. 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, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. 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.

15.4 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, 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, 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.

16. EVENT OF BREACH – REMEDIES

16.1 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 21.1, Technical or Contractual Problems, obligations; or
- ⌚ Voluntary or involuntary bankruptcy or receivership.

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

16.3 Actions in Event of Breach. Upon Contractor's material breach, State may:

- ⌚ Terminate this Contract under Section 15.1, Termination for Cause and pursue any of its remedies under this Contract, at law, or in equity; or
- ⌚ Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- ⌚ Terminate this Contract under section 15.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; 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.

17. 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.

18. 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.

19. 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.

20. LIAISONS AND SERVICE OF NOTICES

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

Jim Salmonsens is State's Contract Manager
400 Conley Lake Rd
Deer Lodge, MT 59722
Telephone: (406) 846-1320 ex. 2300
Cell Phone:
Fax:
E-mail: jsalmonsens@mt.gov

Rusty Sloan is Contractor's Contract Manager
2230 S. Cole Rd., Ste 130
Boise, ID 83709
Telephone: (208) 344-8379
Cell Phone:
Fax: (208) 344-8399
E-mail: rusty.sloans@sloansg.com

20.2 Notifications. 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.

21. MEETINGS

21.1 Technical or Contractual Problems. Contractor shall meet with 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 State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. 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.

21.2 Progress Meetings. During the term of this Contract, State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and State's progress in the performance of their respective obligations. These progress meetings will include State's Project Manager, Contractor's Project Manager, and any other additional personnel involved in the performance of this Contract as required. At each meeting, Contractor shall provide 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 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.

21.3 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 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.

21.4 State's Failure or Delay. For a problem or circumstance identified in Contractor's status report in which Contractor claims was the result of State's failure or delay in discharging any State obligation, State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If 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 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.

22. 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 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. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.

23. 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.

24. TAX EXEMPTION

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

25. PERSONAL PROPERTY TAX

All personal property taxes will be paid by the Contractor.

26. AUTHORITY

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

27. SEVERABILITY

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.

28. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

28.1 Contract. This Contract consists of 16 numbered pages, any Attachments as required, Solicitation # **COR-RFP-2017-0073N**, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

28.2 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.

29. WAIVER

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.

30. EXECUTION

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

STATE OF MONTANA
Department of Corrections
5 South Last Chance Gulch
Helena, MT 59601

Sloan Security Group, Inc.
2230 S. Cole Rd., Ste. 130
Boise, ID 83709
FEDERAL ID # 82-0448069

BY: Michael L Fletcher warden
(Name/Title)

BY: Greg Sloan President
(Name/Title)

DocuSigned by:
Michael L Fletcher
AA50C8ED9582410...
(Signature)

DocuSigned by:
Greg Sloan
0CA2B8BEBB4F4D5...
(Signature)

DATE: 10/25/2017

DATE: 10/18/2017

Approved as to Legal Content:

DocuSigned by:
[Signature] 10/16/2017
FFF88078013447...
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:
Nicole Orta 10/16/2017
6407350C31CE4E8...
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.

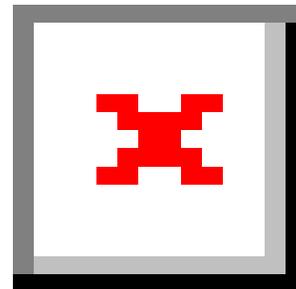
DocuSigned by:
Lynne Pizzini 10/18/2017
C24FEED8BFBD464...
Chief Information Officer (Date)
Department of Administration

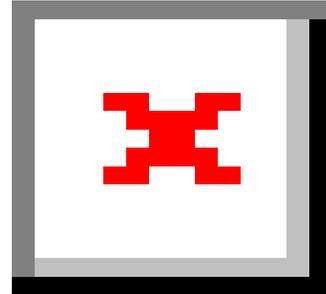
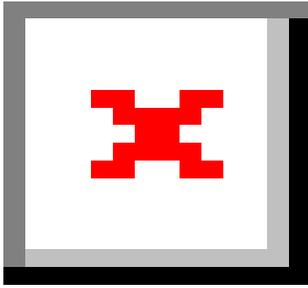
Section A.

Proposal to Furnish and Install Conduit at the Montana State Prison

Proposal for:

- 🕒 Installation of the New PIDS and CCTV Camera Electrical Conduit Infrastructure





Introduction

Warning:

This document includes proprietary information. Information contained in this document shall not be disclosed to other parties without Sloan's written consent.

Ms. April Grady,

Sloan is pleased to provide our scope of proposal for the Montana State Prison.

Please review this proposal and the scope of work I have outlined below. If you have any questions or require any additional information please don't hesitate to call us. Sloan is one of the most experienced design/build Physical Security Contractors in the world.

Sloan Security Group is an industry leader for the installation and integration of perimeter security systems.

Scope of Work:

Installation of the necessary electrical conduit at the Montana State Prison

-Inclusions:

6. Excavation of ~2000 LF of Trench to Install the new conduit. The trench will be 12" Wide x 30" Deep
7. Provision & Installation of (2) 1" SCH 40 conduit runs throughout each LF of trench.
8. Backfill/Grading of the Trench once the conduit is installed/approved with the existing spoils
9. The specified unit price, as long as, the actual quantity installed is within +/-15% of the 2000 LF quantity (if the final quantity varies beyond 15%, Sloan will have to reprice the scope of work)
10. Equipment/Labor required to complete the scope

-Exclusions:

8. Importing Backfill Material
9. Transporting excess spoils
10. Utility Conflicts
11. Demolition
12. Excavation through concrete, asphalt, or rock
13. Delays caused by the owner

14. Rigid Conduit

Total Price to Provide Services Detailed Above- (\$73,400.00 or \$36.70 Per/LF)

-Pricing Based on the Provided RFP Documents

Sloan Security Group Relevant Training Certifications/Experience

- ⌚ Electrical Engineer on staff

Sloan Security Group Background

We believe there is a team of specialists behind every highly successful project and we want to help you continue to succeed by providing the most capable security construction team in the world.

Sloan believes that “Integrity Drives Excellence” This belief drives all aspects of our operations and relationships. Sloan looks forward to completing another successful project with Walsh Construction.

Safety

Sloan Security Group implements an industry-leading safety program which is utilized on all projects. Sloan’s onsite safety standard has been the direct result of extensive employee training, extensive exposure to various products with varying means and methods required for installation, and an established process for onsite documentation. All of Sloan’s onsite personnel will all have at minimum the OSHA 10 Hour; while superintendents and lead foreman will have their OSHA 30 and/or 40-hour training.

History

Sloan Security Group is a family-owned, award-winning small business established in 1991 as Sloan Forest Construction to serve Idaho’s timber industry. After the abrupt collapse of the wood products industry in the Northwest, Sloan changed directions to pursue security construction projects involving fencing, gates, and other anti-terrorism solutions. The transition was smooth and it wasn’t long before Sloan was completing successful perimeter security and anti-terrorism projects worldwide.

Value Proposition

1. Safety = Industry leading .7 EMR
2. Knowledge = Manufacturer certified by all major perimeter security equipment manufacturers
3. Experience = Past performance on high-security military projects worldwide
4. Competitive (Accurate) Pricing = Strong project management, experienced personnel and low overhead.

If you have any questions, please contact me on my cell phone anytime at your convenience.

Thanks,

Matt Basye

Project Manager/Estimator

Cell: 208.630.4964