

**Participating Addendum Number 22PSX0021
&
New York State Office of General Services Piggyback Contract # PC70431
for
Electronic Monitoring Products and Services
between
Albany County
and
Allied Universal Electronic Monitoring US, Inc.**

This Participating Addendum is entered into by **Albany County** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement"):

Allied Universal Electronic Monitoring US, Inc. ("Contractor")
1838 Gunn Hwy.
Odessa, FL 33556

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Paul Drews
Vice President of Sales & Business Dev.
1838 Gunn Hwy.
Odessa, FL 33556
Paul.Drews@em.aus.com
813.860.8897

Participating Entity's contact for this Participating Addendum is:

William Connors
Probation Director
60 South Pearl Street
Albany, NY 12207-2197
William.Connors@albanycountyny.gov
518.487.5200

- II. TERM.** This Participating Addendum is effective the last date signed below (the "Effective Date") and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. RESERVED.**
- VIII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. **INFORMATION TECHNOLOGY STANDARDS. RESERVED,**
- X. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
- New York State Office of General Services Piggyback Contract #: PC70431**
NASPO Master Agreement #: 22PSX0021
- XI. **NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|---|------------------------------------|
| For Contractor: | For Participating Entity: |
| Paul Drews | William Connors |
| Vice President of Sales & Business Dev. | Probation Director |
| Paul.Drews@em.aus.com | William.Connors@albanycountyny.gov |
| 813.860.8897 | 518.487.5200 |
- XII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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[Signature page follows]

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum as of the Effective Date.

CONTRACTOR:
ALLIED UNIVERSAL ELECTRONIC
MONITORING US, INC.

PARTICIPATING ENTITY:
ALBANY COUNTY

Signature

Arnold Roese

Printed Name

Vice President and General Manager

Title

Date

Signature

Printed Name

Title

Date

**New York State Office of General Services - Negotiated Pricing
Lease Product Pricing**

Product Description	Supervision Level	Quantity	Lease Rate Per Unit/ Per Day
One-Piece GPS Tracking Device	Active	1-500	\$3.10
One-Piece GPS Tracking Device	Active	501-2,000	\$3.05
One-Piece GPS Tracking Device	Active	2,001+	\$3.00
One-Piece GPS Tracking Device - Optional Add-On Beacon	N/A	1+	\$0.55
Two-Piece GPS Tracking System	Active	1+	\$4.29
aCheck App	N/A	1+	\$1.00

Lost, Damaged, Stolen Replacement Cost

Product Description	Replacement Cost (Each)
One-Piece Tracking Device	\$595.00
One-Piece Tracking Device Beacon	\$320.00
Two-Piece Tracking System GPS Device	\$900.00
Two-Piece Tracking System Bracelet	\$90.00

Other Lease Product and Pricing are available under NASPO.

Payment Terms: Net 30 Days.

Spare Inventory: 20% spare inventory at no additional cost. Levels above this will be returned to Contractor if not used or allocated to new participants.

Lost, Damaged and Stolen: Contractor will cover Lost/Damaged/Stolen equipment up to an annual cap of 25% of the total annual contract value (the "Lost/Damaged/Stolen Equipment Amount"). The said Lost/Damaged/Stolen Equipment Amount shall be calculated annually.

The Lost/Damaged/Stolen annual allowance is applicable to GPS equipment.

The Lost/Damaged/Stolen annual allowance is not applicable to alcohol equipment.

Freedom Charger (Optional Purchase)

Product Description	Purchase Price Each
Freedom Charger Kit	\$60.00
Freedom Charger without charging cord	\$55.00
Freedom Charger replacement charging cord	\$5.00

[Optional Purchases Continued Next Page]

Reinforced Pre-Cut Strap (Optional Purchase)

Reinforced Pre-cut Strap	Quantity Minimum Order 10 Straps Any Size	Purchase Cost
Reinforced Pre-cut Strap (Size A) Blue	10	\$120.00
Reinforced Pre-cut Strap (Size B) Rose	10	\$120.00
Reinforced Pre-cut Strap (Size C) Green	10	\$120.00
Reinforced Pre-cut Strap (Size D) Grey	10	\$120.00
Reinforced Pre-cut Strap (Size E) Yellow	10	\$120.00
Reinforced Pre-cut Strap (Size F) Teal	10	\$120.00
Reinforced Pre-cut Strap (Size G) Red	10	\$120.00
Reinforced Pre-cut Strap (Size H) Light Grey	10	\$120.00
Reinforced Pre-cut Strap (Size I) Orange	10	\$120.00
Reinforced Pre-cut Strap (Size J) Pink	10	\$120.00

Reinforced Pre-Cut Strap Accessories (Optional Purchase)

Reinforced Strap	Quantity	Purchase Cost
Measuring Tape for Pre-Cut Reinforced Strap	10	\$18.00
Strap Cutter for Pre-Cut Reinforced Strap	1+	\$14.00
Screwdriver for Pre-Cut Reinforced Strap	1+	\$4.00