

Office of State Procurement

State of Louisiana

Division of Administration

JEFF LANDRY
GOVERNOR



TAYLOR F. BARRAS
COMMISSIONER OF ADMINISTRATION

April 2, 2024

**VIA EMAIL ONLY
NO HARD COPY TO FOLLOW**

Arnold Roese
Allied Universal Electronic Monitoring US, Inc.
1838 Gunn Hwy.
Orlando, FL 33556-3524
Vendor Email Address

Re: Electronic Monitoring Products & Services
State Contract Number: 4400028975 T-Number: 92863
Notification of Award

Dear Mr. Roese:

This is official notification that the Office of State Procurement (OSP) has awarded the above referenced contract to your company based on your bid submitted to OSP. Enclosed is a copy of the contract award. The contract shall be effective for a 30 month period from 04/01/2024 to 10/26/2026, unless otherwise terminated in accordance with the termination provision(s) of the contract.

Allied Universal Electronic Monitoring US, Inc. shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for the state contract in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these reports are not submitted in a timely manner, OSP shall have the right to terminate the state contract.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms: <https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against the state contract. The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

Quarter

Reporting Period

Due Date

Arnold Roese
April 2, 2024
Page 2 of 2

First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

Allied Universal Electronic Monitoring US, Inc. shall pay a 1% administrative fee or rebate to OSP. The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through the state contract. Initiation and submission of the administrative fee or rebate to OSP is responsibility of the Contractor without prompting or notification by the SPA. If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate the state contract.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. The calculation of the administrative fee or rebate shall begin immediately upon execution of the contract, and payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: ALLIED UNIVERSAL ELECTRONIC MONITORING US, INC. SHALL INDICATE STATE CONTRACT NUMBER 4400028975 ON THE REMITTANCE. WHEN SUBMITTING ONE (1) REMITTANCE FOR MORE THAN ONE (1) CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

If you have designated certain vendors as authorized distributors for the contract, it will be your responsibility as the prime contractor to send a copy of the contract to each distributor. Prior approval from this office must be obtained before any additional distributors may be added to the contract.

If you have any questions concerning the above referenced contract, please contact me at 225-342-4820 or by email at emaly.tran@la.gov.

Sincerely,



Digitally signed by Emaly
Tran
Date: 2024.04.02 09:18:22
-05'00'

Emaly Tran
State Procurement Analyst

Enclosure

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



**Electronic Monitoring Products and Services
Administered by the State of Connecticut ("Lead State")**

MASTER AGREEMENT NO. 22PSX0021

Allied Universal Electronic Monitoring US, Inc. ("Contractor")

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400028975

The following products or services are included under this Participating Addendum and State Contract Number 4400028975:

- Category 1: Radio Frequency Monitoring ("RFM")
- Category 2: Alcohol Monitoring ("AM")
- Category 3: GPS Satellite Monitoring ("GPSM")

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400028975:

- Professional Services, as defined in La. R.S. 39:1556 (42)
- Consulting Services, as defined in La. R.S. 39:1556 (10)
- Lease Agreements
- Travel

1. Scope

This Participating Addendum covers the NASPO ValuePoint Master Agreement for Electronic Monitoring Products and Services contracts led by the State of Connecticut along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400028975 shall be effective the first day of the month following the last date of final execution below (the "Effective Date") by the State of Louisiana through October 26, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400028975 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400028975 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. **Administrative Fee or Rebate:**

The Contractor shall pay a 1% administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400028975. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400028975.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400028975 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. **Usage Reports:**

The Contractor shall submit detailed contract usage reports **quarterly** to the State Procurement Analyst (SPA) for State Contract Number 4400028975 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these

reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400028975.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:
<https://www.doa.la.gov/doa/osp/vendor-resources/>.

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400028975.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, shall be deemed incorporated into this Participating Addendum unless the Amendment is rejected by the State in writing to the Contractor within 30 calendar days of the Amendment's effective date, and is documented thereafter via written Amendment hereto. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400028975 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with

constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975; this Participating Addendum, State Contract Number 4400028975, or any

order issued pursuant to State Contract Number 4400028975 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400028975 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. Governing Law:

This Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

I. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

J. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A - Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

K. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

L. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

M. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

N. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975.

O. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

P. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for a period of at least five years after final payment.

Q. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

R. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400028975 and debarment from future contracts.

S. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number _4400028975.

U. CyberSecurity Training:

- a) In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.
- b) For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

V. Security:

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: <https://www.doa.la.gov/doa/ots/about-us/infosec/>, and externally for material and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event as defined in the OTS information Security Policy, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

W. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. Failure to comply shall be grounds for termination of Participating Addendum, State Contract Number 4400028975 or any order issued pursuant to State Contract Number 4400028975.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400028975 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400028975.

7. Primary Contacts

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

Contractor

Name	Paul Drews
Address	1838 Gunn Hwy. Odessa, FL 33556-3524
Telephone	(813) 860-8897
Fax	
E-mail	Paul.Drews@em.aus.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

8. Signature Authority

Evidence of signature authority to contract with the State of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the

Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Authorized Distributors

All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400028975 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

10. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400028975 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

11. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: Allied Universal Electronic Monitoring US, Inc.
Signature: 	Signature: 
Name: Tom Ketterer	Name: Arnold Roese
Title: Director of State Procurement	Title: Vice President and General Manager
Date: 3/27/24	Date: March 19, 2024

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and the Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The **LaCarte** Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled.

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
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LaCarte	_____	_____
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EFT	_____	<u> X </u>
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Arnold Roese
Printed Name of Individual Authorized

Arnold Roese
Authorized Signature for payment type chosen

March 19, 2024
Date

arnie.roese@em.aus.com
Email address and phone number of authorized individual



STATE OF LOUISIANA

Competitive Contract

Vendor: 310044430
Company
ALLIED UNIVERSAL ELECTRONIC
MONITORING US INC
PO BOX 850001 LOCKBOX 9903
ORLANDO FL 32885-9903
Phone : 813-749-5454
Fax : 813-749-5474

T Number: 92863
Version: 1
LAPS Contract: Yes
Fiscal Year: 2024
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Contract number: 4400028975
Description: Electronic Monitoring Products & Service

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
04/01/2024 - 10/26/2026

Buyer Information
Name: DIEU TRAN
Tel Number: 225-342-4820
Email: emaly.tran@la.gov

Supplier Text: Statewide Contract for Electronic Monitoring Products and Services in accordance with the NASPO Value Point Cooperative Purchasing Program Master Agreement No. 22PSX0021 by and between the State of Connecticut and Allied Universal Electronic Monitoring US, Inc. for the period beginning April 1, 2024 and ending October 26, 2026.

Note: All orders should contain the following language:

- (1) "This order is subject to the NASPO Contract Number 22PSX0021 terms, conditions and specifications and pricing."
- (2) Your agency contact's name, address, and phone number.
- (3) State of Louisiana Contract Number 4400028975.
- (4) Other program requirements as necessary.

Inclusions:

- Category 1: Radio Frequency Monitoring ("RFM")
- Category 2: Alcohol Monitoring ("AM")
- Category 3: GPS Satellite Monitoring ("GPSM")

Exclusions:

- Professional Services, as defined in La R.S. 39:1556 (42)
- Consulting Services, as defined in La R.S. 39:1556 (10)
- Lease Agreements
- Travel

Recommending Approval:

Approved by:

Contract number: 4400028975	Vendor: 310044430	Page
T Number: 92863	Distributor Contract: NO	2 of 4

Contract Documents Include:

Attachment A - Participating Addendum - Pages 1 - 11

Attachment B - Price Sheet - Page 1

Attachment C - Service Level Agreement and Maintenance and Support - Pages 1 - 9

Notice to Vendor:

Line	Material No.	Description	Prod. Cat.	UOM	Net Price	Discount
	Supplier Part No.					
1		Electronic Monitoring Products & Service Please refer to Attachment B - Price Sheet for contract pricing.	92121701		0.00000	

Contract number: 4400028975 T Number: 92863	Vendor: 310044430 Distributor Contract: NO	Page 3 of 4
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Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

8. IN ACCORDANCE WITH LA R.S. 39:1602.1, FOR ANY CONTRACTS WITH A VALUE OF \$100,000 OR MORE AND FOR ANY VENDOR WITH 5 OR MORE EMPLOYEES, THE VENDOR CERTIFIES THAT IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL AND IT WILL, FOR THE DURATION OF ITS CONTRACTUAL OBLIGATIONS, REFRAIN FROM A BOYCOTT OF ISRAEL.

9. CONTRACT CANCELLATION

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY FOR ANY OF THE FOLLOWING REASONS: (A) MISREPRESENTATION BY THE CONTRACTOR; (B) CONTRACTOR'S FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE OF LOUISIANA; (C) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (D) ABUSIVE OR BELLIGERENT CONDUCT BY CONTRACTOR TOWARDS AN EMPLOYEE OR AGENT OF THE STATE; (E) CONTRACTOR'S INTENTIONAL VIOLATION OF THE PROCUREMENT CODE (LA. R.S. 39:1551 ET SEQ.) AND ITS CORRESPONDING REGULATIONS; OR, (F) ANY LISTED REASON FOR DEBARMENT UNDER LA. R.S. 39:1672.

THE STATE OF LOUISIANA MAY TERMINATE THE CONTRACT FOR CONVENIENCE AT ANY TIME (1) BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION: OR (2) BY NEGOTIATING WITH THE CONTRACTOR AN EFFECTIVE DATE. THE STATE SHALL PAY CONTRACTOR FOR, IF APPLICABLE: (A) DELIVERABLES IN PROGRESS; (B) THE PERCENTAGE THAT HAS BEEN COMPLETED SATISFACTORILY; AND, (C) FOR TRANSACTION-BASED SERVICES UP

Contract number: 4400028975 T Number: 92863	Vendor: 310044430 Distributor Contract: NO	Page 4 of 4
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TO THE DATE OF TERMINATION, TO THE EXTENT WORK HAS BEEN PERFORMED SATISFACTORILY.

THE STATE OF LOUISIANA HAS THE RIGHT TO TERMINATE THE CONTRACT FOR CAUSE BY GIVING THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR OF SUCH TERMINATION FOR ANY OF THE FOLLOWING NON-EXCLUSIVE REASONS: (A) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (B) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; OR, (C) ANY OTHER BREACH OF CONTRACT.

**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")**



**Electronic Monitoring Products and Services
Administered by the State of Connecticut ("Lead State")**

MASTER AGREEMENT NO. 22PSX0021

Allied Universal Electronic Monitoring US, Inc. ("Contractor")

And

The State of Louisiana ("Participating State")
Participating State Contract Number: 4400028975

The following products or services are included under this Participating Addendum and State Contract Number 4400028975:

- Category 1: Radio Frequency Monitoring ("RFM")
- Category 2: Alcohol Monitoring ("AM")
- Category 3: GPS Satellite Monitoring ("GPSM")

The following products or services are **excluded** from purchase under this Participating Addendum and State Contract Number 4400028975:

- Professional Services, as defined in La. R.S. 39:1556 (42)
- Consulting Services, as defined in La. R.S. 39:1556 (10)
- Lease Agreements
- Travel

1. Scope

This Participating Addendum covers the NASPO ValuePoint Master Agreement for Electronic Monitoring Products and Services contracts led by the State of Connecticut along with a multi-state sourcing team for use by all state agencies and local government entities, institutions of higher education and school districts located in the State of Louisiana who are authorized by the State of Louisiana statutes to utilize state contracts.

2. Participation

Use of specific NASPO ValuePoint cooperative contracts by State agencies, political subdivisions and other entities (including cooperatives) authorized by the State of Louisiana's statutes to use state contracts are subject to the prior approval of the State of Louisiana's Chief Procurement Officer. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of the State Chief Procurement Officer.

3. Term

The term of this Participating Addendum and State Contract Number 4400028975 shall be effective the first day of the month following the last date of final execution below (the "Effective Date") by the State of Louisiana through October 26, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 4400028975 may be extended in accordance with the terms and conditions of the Master Agreement.

4. Non-Exclusive Contract

This Participating Addendum and State Contract Number 4400028975 are non-exclusive and shall not in any way preclude State Agencies or Political Subdivisions of the State of Louisiana from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

5. Modifications and/or Additions to the Master Agreement

A. Administrative Fee or Rebate:

The Contractor shall pay a 1% administrative fee or rebate to the State of Louisiana, Office of State Procurement (OSP). The administrative fee or rebate shall be submitted quarterly and shall be based on the total net (gross sales minus returns, credits and deductions) sales to entities located in the State of Louisiana through State Contract Number 4400028975. Initiation and submission of the administrative fee or rebate to OSP is the responsibility of the Contractor without prompting or notification by the State Procurement Analyst (SPA). If these administrative fees or rebates are not submitted in a timely manner, OSP shall have the right to terminate this Participating Addendum and State Contract Number 4400028975.

The check is to be made payable to: Louisiana DOA-Office of State Procurement. The check is to be mailed or sent through a courier service to the following address: Office of State Procurement, Attn: OSP Receivables Specialist, 1201 North 3rd Street, Claiborne Building - Suite 2-160, Baton Rouge, LA 70802. Payment shall be made in accordance with the following schedule:

<u>Quarter</u>	<u>Payment Period</u>	<u>Payment Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

NOTE: CONTRACTOR SHALL INDICATE STATE CONTRACT NUMBER 4400028975 ON THE REMITTANCE. WHEN SUBMITTING ONE REMITTANCE FOR MORE THAN ONE CONTRACT, CONTRACTOR SHALL INDICATE ALL STATE CONTRACT NUMBERS AND THE AMOUNT FOR EACH.

B. Usage Reports:

The Contractor shall submit detailed contract usage reports quarterly to the State Procurement Analyst (SPA) for State Contract Number 4400028975 in accordance with the below schedule. Initiation and submission of the quarterly reports to the SPA is the responsibility of the Contractor without prompting or notification by the SPA. If these

reports are not submitted in a timely manner, the Office of State Procurement (OSP) shall have the right to terminate this Participating Addendum and State Contract Number 4400028975.

The specific usage report content, scope, and format requirements are available on the OSP website under Vendor Resources/Vendor Forms:
<https://www.doa.la.gov/doa/osp/vendor-resources/>

In addition, the person's name who compiled the report and their contact information shall be provided. OSP reserves the right to request copies of any purchase orders issued against State Contract Number 4400028975.

The usage reports shall be submitted utilizing this format or an equivalent format that has been pre-approved by OSP. Schedule for submittal of usage reports:

<u>Quarter</u>	<u>Reporting Period</u>	<u>Due Date</u>
First Quarter	July 1 through September 30	October 31
Second Quarter	October 1 through December 31	January 31
Third Quarter	January 1 through March 31	April 30
Fourth Quarter	April 1 through June 30	July 31

C. Modifications:

No amendment or modification of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

D. Amendments:

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, shall be deemed incorporated into this Participating Addendum unless the Amendment is rejected by the State in writing to the Contractor within 30 calendar days of the Amendment's effective date, and is documented thereafter via written Amendment hereto. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

E. Assignment:

The Contractor shall not assign any interest in this Participating Addendum or State Contract Number 4400028975 by assignment, transfer or novation without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

F. Termination:

The State of Louisiana has the right to terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with

constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State of Louisiana; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

Termination for Cause:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience:

The State of Louisiana may terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

Termination for Non-Appropriation of Funds:

The continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975; this Participating Addendum, State Contract Number 4400028975, or any

order issued pursuant to State Contract Number 4400028975 shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

The Contractor should be aware that our legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

G. Default of Contractor:

Failure to provide goods and/or services within the time frame(s) specified and according to the other terms and conditions specified in this Participating Addendum and State Contract Number 4400028975 constitutes a default by the Contractor and may cause cancellation of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. Where the State has determined the Contractor to be in default the State reserves the right to purchase any or all products or services covered by this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Contractor will be considered.

H. Governing Law:

This Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

I. Taxes:

Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the total cost.

J. Electronic Vendor Payment Solutions:

The State desires to make payments electronically. The methods of payment may be via the State's LaCarte card (procurement card) or EFT payments sent directly from the State's bank directly to the payee's bank. See **Attachment A - Electronic Vendor Payment Solutions** of this Participating Addendum for additional information regarding electronic payment methods.

K. Late Payments:

Interest due by a State agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

L. Public Information:

For the purposes of this Participating Addendum, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect.

M. Contract Controversies:

Any claim or controversy arising out of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

N. Code of Ethics:

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. The Contractor agrees to immediately notify the State of Louisiana if potential violations of the Code of Governmental Ethics arise at any time during the term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975.

O. Right to Audit:

The State of Louisiana Legislative Auditor, Federal Auditors and Internal Auditors of the Louisiana Division of Administration (DOA), or others so designated by the DOA, shall have the option to audit all Contractor accounts directly pertaining to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for a period of five years from the date of final payment made under this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 or as required by applicable State and Federal Law. Records shall be made available by the Contractor during normal working hours for this purpose.

P. Record Retention:

The Contractor shall maintain all records in relation to this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 for a period of at least five years after final payment.

Q. Contractors Cooperation/Close-Out:

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975 is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

R. Contractor's Certification of No Federal Suspension or Debarment:

By signing this Participating Addendum, the Contractor certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Participating Addendum and State Contract Number 4400028975 and debarment from future contracts.

S. Secretary of State Registration Requirement:

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

T. Prohibition of Discriminatory Boycotts of Israel:

In accordance with La. R.S. 39:1602.1, for any contract with a value of \$100,000 or more and for any Contractor with five or more employees, the Contractor, or Subcontractor, shall certify that it is not engaging in a boycott of Israel and shall, for the duration of its contractual obligations, refrain from a boycott of Israel.

The State of Louisiana reserves the right to terminate this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975, if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number _4400028975.

U. CyberSecurity Training:

- a) In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor must use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost.
- b) For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

V. Security:

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at: <https://www.doa.la.gov/doa/ots/about-us/infosec/>, and externally for material and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for reporting to the State any known breach of security, Data Breach or Security Event as defined in the OTS information Security Policy, no later than 24 hours after confirmation of the event. Notify the Information Security Team ("IST") by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

W. Insurance Requirements:

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, in accordance with the Master Agreement. The Certificate of Insurance shall list the State of Louisiana as an additional insured and certificate holder. The Contractor shall maintain the insurance for the full term of this Participating Addendum, State Contract Number 4400028975, or any order issued pursuant to State Contract Number 4400028975. Failure to comply shall be grounds for termination of Participating Addendum, State Contract Number 4400028975 or any order issued pursuant to State Contract Number 4400028975.

6. Louisiana Pricing Schedule ("LAPS") Contract

State Contract Number 4400028975 has been designated as a Louisiana Pricing Schedule ("LAPS") contract and LAC 34.V.1709 must be followed by Louisiana purchasing entities utilizing State Contract Number 4400028975.

7. Primary Contacts

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

Contractor

Name	Paul Drews
Address	1838 Gunn Hwy. Odessa, FL 33556-3524
Telephone	(813) 860-8897
Fax	
E-mail	Paul.Drews@em.aus.com

Participating State

Name	Felicia Sonnier
Title	Deputy Director
Address	Office of State Procurement 1201 North 3 rd Street, Claiborne Building – Suite 2-160 Baton Rouge, LA 70802
Telephone	225-342-8029
Fax	225-342-9756
E-mail	felicia.sonnier@la.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

8. Signature Authority

Evidence of signature authority to contract with the State of Louisiana must be provided. One of the following must apply to the Contractor:

- a) The signer of this Participating Addendum is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the

Secretary of State. **A copy of the annual report or partnership record must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**

- b) The signer of this Participating Addendum is a representative of the Contractor authorized to sign this Participating Addendum as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be submitted to the Louisiana Office of State Procurement before finalization of this Participating Addendum.**
- c) The Contractor has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to sign this Participating Addendum. **A copy of the applicable document must be submitted to the Office of State Procurement before finalization of this Participating Addendum.**
- d) The signer of this Participating Addendum has been designated by the Contractor as authorized to sign this Participating Addendum on the Contractor's vendor registration on file with the Louisiana Office of State Procurement.

9. Authorized Distributors

All contractors, dealers, and resellers authorized in the State of Louisiana, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

In order to be added to State Contract Number 4400028975 as an Authorized Distributor, the distributor must meet the following requirements:

- a) Be approved and added to the Contractor's Approved Distributor Listing;
- b) Be enrolled in the State of Louisiana LaGov Vendor System;
- c) Be registered and in good standing with the Louisiana Secretary of State's office;
- d) Have no suspensions or debarments listed on the General Services Administration's website (www.sam.gov)

10. Orders

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Participating Addendum and/or State Contract Number 4400028975 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

11. Entire Agreement

This Participating Addendum and the NASPO ValuePoint Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO ValuePoint Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO ValuePoint Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: State of Louisiana	Contractor: Allied Universal Electronic Monitoring US, Inc.
Signature: 	Signature: 
Name: Tom Ketterer	Name: Arnold Roese
Title: Director of State Procurement	Title: Vice President and General Manager
Date: 3/27/24	Date: March 19, 2024

ATTACHMENT A – Electronic Vendor Payment Solutions

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and the Contractor, the State intends to make all payments to Contractors electronically. The LaCarte Procurement Card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Contractors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Funds Transfer (EFT). If you do not currently accept the LaCarte card or have not already enrolled in EFT, you will be asked to comply with this request by choosing either the LaCarte Procurement Card and/or EFT. You may indicate your acceptance below.

The LaCarte Procurement Card uses a Visa card platform. Contractors receive payment from state agencies using the card in the same manner as other Visa card purchases. Contractors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts:

- Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.
- If a purchase order is not used, the Contractor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Procurement on request.

EFT payments are sent from the State's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information and an enrollment form is available by contacting the Office of Statewide Reporting & Accounting Policy at: DOA-OSRAP-EFT@la.gov

To facilitate this payment process, you will need to complete and return the EFT enrollment form.

Please check which option you will accept or indicate if you are already enrolled

<u>Payment Type</u>	<u>Will Accept</u>	<u>Already Enrolled</u>
LaCarte	_____	_____
EFT	_____	<u> X </u>

Arnold Roese

Printed Name of Individual Authorized

Arnold Roese

Authorized Signature for payment type chosen

March 19, 2024

Date

arnie.roese@em.aus.com

Email address and phone number of authorized individual

Attachment B - Price Sheet

Allied Universal Electronic Monitoring US, Inc. 4400028975 Contract Period: 04/01/2024 - 10/31/2026

Contract Line No.	Catalog Item Number	Item Description	Gross Price	Unit of Measurement	Minimum Quantity
1	AT1 LTE A or AT1 LTE V	Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) - Active or Passive Mode - Quantity: 1 to 500 - MFG: Allied Universal Electronic Monitoring US, Inc. Brand/Model: One-Piece GPS Offender Tracking Device - AT1 LTE A/063450001 or AT1 LTE V/063450002	\$ 3.20	Each	1
1	AT1 LTE A or AT1 LTE V	Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) - Active or Passive Mode - Quantity: 501 to 2,000 - MFG: Allied Universal Electronic Monitoring US, Inc. Brand/Model: One-Piece GPS Offender Tracking Device - AT1 LTE A/063450001 or AT1 LTE V/063450002	\$ 3.15	Each	1
1	AT1 LTE A or AT1 LTE V	Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) - Active or Passive Mode - Quantity: 2,000+ - MFG: Allied Universal Electronic Monitoring US, Inc. Brand/Model: One-Piece GPS Offender Tracking Device - AT1 LTE A/063450001 or AT1 LTE V/063450002	\$ 3.10	Each	1
1	Enhanced Monitoring 24/7/365	Optional Services: Enhanced Monitoring Services - 24/7/365 calling on 3 rule configuration options to Purchasing Entity authorized User or Offender. A mutually agreed upon and signed Monitoring Center Protocol is required prior to implementing Enhanced Monitoring.	\$ 0.80	Each	1
1	Enhanced Monitoring 24/7/365	Optional Services: Enhanced Monitoring Services - 24/7/365 calling on each additional rule configuration option beyond 3 to Purchasing Entity authorized User or Offender. A mutually agreed upon and signed Monitoring Center Protocol is required prior to implementing Enhanced Monitoring.	\$ 0.20	Each	1
1	Enhanced Monitoring After Hours	Optional Services: Enhanced Monitoring Services - After Hours calling on 3 rule configuration options to Purchasing Entity authorized User or Offender. A mutually agreed upon and signed Monitoring Center Protocol is required prior to implementing Enhanced Monitoring.	\$ 0.70	Each	1
1	Enhanced Monitoring After Hours	Optional Services: Enhanced Monitoring Services - After Hours calling on each additional rule configuration option beyond 3 to Purchasing Entity authorized User or Offender. A mutually agreed upon and signed Monitoring Center Protocol is required prior to implementing Enhanced Monitoring.	\$ 0.15	Each	1
1	Enhanced Monitoring Additional Option	Optional Services: Enhanced Monitoring Services - Calls to both Purchasing Entity authorized User and Offender. A mutually agreed upon and signed Monitoring Center Protocol is required prior to implementing Enhanced Monitoring.	\$ 0.10	Each	1
1	Lost, Damaged, Stolen Equipment Allowance	Five (5%) Percent Annual Allowance for Lost, Stolen, or Damaged Equipment. 5% Allowance is based on the total annual calendar year contract value for GPS units.	Rows 11-14 Included at no additional cost		
1	Spare Inventory	20% Spare Inventory provided based on Purchasing Entity's active GPS units.			
1	Real time Electronic Monitoring	Real time electronic monitoring of home confinement 24/7/365			
1	Training	System Training for Unlimited Users: Web Based and/or Virtual Training On-Site			

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I. System Availability:

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement and applicable PA, Contractor shall:

1. Provide System Availability (defined below) at least 99.999% of the Available-Time-per-Month as measured over the course of each calendar month, 24 hours per day, 7 days per week.

2. Calculation:

The 99.999% required System Availability (Computed % Availability) (exclusive of Excluded Unavailability, as defined below) during any calendar month of productive Purchasing Entity use is computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

"Available-Time-per-Month" is equated to 24 hours times the number of days in the month. Downtime-per-Month is equated to those minutes of Available-Time-per-Month during which the Purchasing Entity or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.
Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

3. Definitions:

- A. System Availability** means the amount of time that the Hosted Services meet the System Reliability standards in I 7 below and are available and operable for access and use by Purchasing Entity and its Users in accordance with the Master Agreement.
 - B. Excluded Unavailability** means the amount of time that (1) the System is scheduled for downtime, subject to Section I 5 below and (2) there is no System Availability due to (a) the negligent act or omission of Purchasing Entity or anyone accessing the System through Purchasing Entity or (b) a Force Majeure Event
4. Downtime-per-Month must not exceed .001% of the time in any calendar month.

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5. Scheduled Downtime:

Contractor shall notify Purchasing Entity at least 3 Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than 60 minutes per calendar month; (2) be pre-approved by Purchasing Entity; and (3) be scheduled on a weekend day, the specific date and time to be determined by Purchasing Entity, unless otherwise agreed to by Purchasing Entity.

Purchasing Entity acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted 60 minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Purchasing Entity of the amount of time expected for such implementation. Purchasing Entity shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward 60 minute cumulative downtime allotment.

6. System Availability Reports:

Contractor shall provide Purchasing Entity with the following reports, in electronic form, or such other form as Purchasing Entity may approve in writing:

- A.** A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.
- B.** A weekly report describing the System Availability and performance of the Hosted Services during the previous 7 calendar days as compared to the System Availability requirement. The weekly report must be available every Monday at 10:00 am Central Standard Time, (CST) and must include the previous 7 calendar days (Monday through Sunday). The reportable week shall begin at 12:00 am, CST and end on 11:59 pm, CST Sunday of that calendar week.
- C.** A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available 10 Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, CST on the first day of the calendar month and end on 11:59 pm, CST of the last day of the calendar month.
- D.** A report shall also include, at minimum:
 - i.** Actual performance of the Hosted Services relative to the System Availability requirement.

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- ii. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Purchasing Entity of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 99.999% System Availability requirement shall be subject to Section III, System Performance, Non-Compliance in this Attachment C.
- iii. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Purchasing Entity access to the System Availability performance data which access will allow Purchasing Entity to independently generate reports utilizing search parameters acceptable to Purchasing Entity.

7. System Reliability:

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Purchasing Entity use as configured, hosted, and installed, as applicable within the specified operating environment.

II. Redundant Hosting and Data Back Up

1. Redundant Hosting:

- A. Contractor shall simultaneously operate 2 co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery ("DR") site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.
- B. Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within 30 minutes of any failure of the Primary System site.
- C. In the event the Primary System site is unavailable, the DR site will support all production activity, immediately.
- D. In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within 24 hours, except for a Force Majeure Event.

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- E. Contractor shall guarantee a recovery time objective and recovery point objective of not more than 30 minutes.

2. Data Backup

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

III. System Performance, Non-Compliance:

1. System Unavailability:

- A. Contractor shall provide System Availability as provided in Section I of this Attachment C. For every hour or part of an hour starting with minute 1 immediately after the 30 minutes of failure to provide System Availability, Contractor shall incur a charge of \$10,000.00 until System Availability is restored. Partial hours shall be prorated to the nearest 1/2 hour. The charge imposed on Contractor under Section III 1.A of this Attachment C will be paid by the Contractor to the Purchasing Entity within 30 days of invoicing.
- B. If Purchasing Entity terminates its Purchase Order or SOW, as applicable prior to the payment of the charge, then Contractor shall pay Purchasing Entity the amount of the service level owed for System unavailability or noncompliance within 30 days of Purchasing Entity's written notice to Contractor.

2. System Accuracy:

Contractor shall conduct an annual performance test to assess System accuracy levels. Purchasing Entity shall use the first annual performance test set and test results as the initial baseline. The test set will include all Confidential Information of a subset of one database on both the primary and secondary data center.

IV. System Training:

At a minimum, Contractor shall provide the following for each Purchasing Entity:

1. Web Based and/or Virtual Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.
- B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

2. On-Site Training, no additional cost:

- A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise

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instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

- B.** Training materials in a digital format unless otherwise specified by Purchasing Entity.

3. Unlimited Access to Contractor's Online Resources, no additional cost:

Digital user manuals for Purchasing Entity and offender, as applicable and/or as requested by Purchasing Entity, including unlimited access to online resources.

V. System Maintenance and Support:

1. Maintenance:

- A.** Contractor shall provide Purchasing Entity with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.
- B.** Contractor System maintenance shall also include the following:
 - i.** Maintenance of the System so that it operates in conformity with the Master Agreement and Purchasing Entity's PA.
 - ii.** Detection and correction of System errors pursuant to the Master Agreement and Purchasing Entity's PA.
 - iii.** Hardware and electronic monitoring device maintenance services including, but not limited to routine inspection of all hardware and electronic monitoring devices, as applicable, to identify replacement needs, implementation of additional hardware and electronic monitoring devices as necessary to maintain Purchasing Entity Data and proactive preventative maintenance to ensure proper operation. Offender lost or damage to electronic monitoring devices, as determined between Contractor and Purchasing Entity, to be billed in accordance with Attachment B, Price Schedule.
 - iv.** System database maintenance, with regular database activities including daily backups, table re-organizations, database statistics, data security, data import/export functionality.
 - v.** All services necessary to maintain the 99.999% System Availability.
 - vi.** Meeting with Purchasing Entity on a monthly basis, unless otherwise specified by Purchasing Entity, to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.

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- vii. Purchasing Entity read and report access to Contractor's help desk portal, enabling Purchasing Entity to track and report on all production issues.

2. On-Going Support:

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year ("24/7/365") at no additional cost, pursuant to the Maintenance and Support table below. Contractor shall monitor all nightly batch processes and provide Purchasing Entity with an immediate response, including escalation as appropriate, in the case of a failure.

Maintenance and Support Table	
Software Support	24 / 7 / 365
Unlimited Telephone Technical Support	√
One Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Licensed Software Standard Release – Improvements	√
Licensed Software Supplemental Releases	√
Automatic Call Escalation	√
Licensed Software Customer Alert Bulletins	√

Hardware Support	24 / 7 / 365
On-Site Response	√
On-Site Corrective Maintenance	√
On-Site Replacement, including devices	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Annual Diagnostic Review	√
Replacement of Backend Components as Needed	√

3. Help Desk and Service Request Support:

Contractor shall provide a toll-free telephone number and email address which Purchasing Entity can use to report technical System issues or requests for Service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

Contractor help desk shall:

- A. Provide knowledgeable and trained personnel to answer and resolve System

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support and technical problems. The help desk personnel shall be able to answer "how to" type questions about the System as well as questions about hardware, software, security and internet setting configurations.

- B.** Provide Contractor Parties dispatched by Contractor to assist with issues requiring same day, on-Site support.
- C.** Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.
- D.** Respond to the Purchasing Entity caller with a resolution or escalation strategy within 60 minutes.
- E.** If support help desk personnel are unable to reach the Purchasing Entity by telephone, the help desk personnel shall leave a voice message for the Purchasing Entity caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Purchasing Entity caller and the Purchasing Entity caller's supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Purchasing Entity and Contractor, to update Purchasing Entity on the status of the help desk request.
- F.** Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Purchasing Entity directs in writing that the Contractor may discard the reported call. The log will be made available to Purchasing Entity electronically in real-time and as part of Contractor's monthly reporting. Contractor shall deliver the monthly log to Purchasing Entity 5 Business Days prior to the monthly meeting. The log shall include, at minimum:
 - i.** Time of call;
 - ii.** Name of caller;
 - iii.** Caller's telephone number or email;
 - iv.** Description of reported issue, complaint or request;
 - v.** Indication of whether the issue was resolved at time of call;
 - vi.** Description of any escalation, investigation and resolution;
 - vii.** Assigned case number if resolution not provided during call
 - viii.** Date, time, and description of final resolution; and
 - ix.** Contractor sign-off upon resolution.

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G. Contractor shall respond to any support and/or service request from Purchasing Entity within 2 hours of Purchasing Entity initial request for assistance regardless of time zone. Purchasing Entity reserves the right to enact more comprehensive response times per Purchasing Entity PA including but not limited to, required help desk support for offender service requests.

4. Escalation:

Contractor shall resolve 80% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and 99% of severity 1 issues within 1 hour. If more than one request within the same severity level is reported to the Contractor, Purchasing Entity shall determine the priority of the requests. The severity level of a System issue shall be lowered if Contractor implements a work-around, as approved by Purchasing Entity that reduces the severity of the System issue. When responding to System issues or requests for service, Contractor shall use the severity levels defined in the following table:

Severity Level	Description	Definition	Examples, including, but not limited to the following
1	Total System Failure	Occurs when the System is not functioning and there is no workaround.	• Application, database, or web server down. • Central server down. • Interfaces not working. • Monitoring Services unavailable. Cannot locate an offender. • Application bug/issue stopping workflow for any/all Users.
2	Critical Failure	Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.	• Failover site is not available. • Reporting server is down/Users unable to create reports/Users unable to access reporting database. • Response time degraded. • Purchasing Entity User cannot access System. • Application bug/issue hindering System performance and/or real time monitoring Service.
3	Non-Critical Failure	Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	• Reports are formatted incorrectly.
4	Inconvenience	An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	• Hardware is working in a manner that causes inconvenience (for example, working slowly). • Purchasing Entity User has application or training question that does not affect daily productivity. • 'One off' error occurs infrequently and cannot be easily reproduced.
5	New features	Occur when Purchasing Entity requests a new feature to System functionality. Such new feature shall	• New monitoring Service features available.

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		be installed by Contractor as agreed to between parties.	
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VI. Additional PA Requirements:

Due to significant variability of Purchasing Entity's needs and specific requirements, the Contractor shall comply with all additional Service Level and Maintenance and Support requirements as may be set forth in a PA or SOW, as applicable.