

STATE OF VERMONT PARTICIPATING ADDENDUM # 48149
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Electronic Monitoring Products and Services
Led by the State of Connecticut
NASPO Master Agreement #22PSX0021

Contractor: Allied Universal Electronic Monitoring US, Inc.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/electronic-monitoring-2023-2029/allied-universal-electronic-monitoring-us-inc/>

1. **Parties.** This Participating Addendum (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above (“Master Agreement”) at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor’s awarded categories are:
 1. **Radio Frequency Monitoring (RFM):** Electronic monitoring service is used for home detention. Product User wears a proposer-provided body-attached ankle bracelet transmitter that communicates by radio frequency with a home receiver. The home receiver transmits data to the vendor’s monitoring center by landline telephone or by cellular communication. Monitoring center reports curfew violations and equipment status alerts to the designated agency officer or program manager by email, text message, or manual voice message pursuant to established protocols.
 2. **Alcohol Monitoring (AM):** Electronic monitoring is performed through a proposer-provided home breath analysis unit connected by landline or cellular network to the proposer’s monitoring center. Product User’s identity is confirmed through a voice or imaging recognition system and test results are transmitted to the proposer’s monitoring center by landline or cellular communication. Test results and equipment status alerts are sent to the designated agency officer or program manager by email, text message, or manual voice message pursuant to established protocols.
 3. **GPS Satellite Monitoring (GPSM):** An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data and voice communication to the proposer’s monitoring center. On a scheduled (active, hybrid or passive) basis, tracking data is communicated to the proposer’s monitoring center who then communicates violations and equipment status alerts via email, text message, or manual voice message to the Product User and/or the Participating Entity’s designated officer or program manager pursuant to established protocols.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.
4. **Entities Authorized to Use This Agreement.** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State”

Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Each State Purchaser and Additional Purchaser is referred to herein as a “Purchasing Entity” or collectively as “Purchasing Entities”. Issues concerning a Purchasing Entity’s eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. ***Contract Term.*** This Agreement shall be effective on July 1, 2024 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. ***Restricted/Disallowed Products and Services.*** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.
 - a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
 - b. Category 4. Value-Added Technology and Services.
7. ***No Lease Agreements with State Purchasers.*** Contractor may extend leasing to State Purchasers under this Participating Addendum provided that (i) lease requests shall comply with the Requirements for Ordering set forth in Section 9 of this Participating Addendum and (ii) lease agreements shall be subject to the additional terms and conditions set forth in Section 18 of this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.
8. ***Requirements for Ordering.***
 - a. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period.
 - i. Notwithstanding the expiration, cancellation or termination of this Agreement, Contractor agrees to perform in accordance with the terms of any orders then outstanding at the time of such expiration or termination. Contractor shall not

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honor any orders placed after the expiration, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.

- ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.
- c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
- d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

9. *Requirements for Ordering Applicable to State Purchasers Only.* The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

- a. Contractor shall use the State of Vermont Ordering Document attached to this Agreement with State Purchasers.
- b. The State's Department of Corrections is the only entity authorized to place orders. Orders placed from any other source shall not be binding against the State, or the State Purchaser. Contractor can verify orders for State Purchasers by contacting ahs.docinvoicesbusinessoffice@vermont.gov . Contractor agrees that it will not accept or fulfill orders placed on behalf of State Purchasers from any other source. Contractor's failure to meet this requirement may result in suspension or termination of this Participating Addendum.

10. *Payment Provisions and Invoicing.*

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- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
- b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. Retainage may be specified in an order in an amount mutually agreeable to the parties.
- e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:
 - i. The address to which payments will be sent;
 - ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and
 - iii. The order number or other unique identifier for the order against which the invoice is being submitted.
- h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
- j. The State Purchasing Card may be used for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. *Fulfillment Partners/Authorized Resellers.*

- a. Resellers (or Fulfillment Partners) are available for this Agreement if and to the extent approved by the State Chief Procurement Officer (each an "Authorized Reseller"). Any Authorized Resellers will be listed on the Contractor's dedicated webpage listed atop this Agreement.

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- b. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
 - c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as “Contractor” in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
12. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor’s reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.

- b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
13. **Prior Approvals.** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.
14. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.
15. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.
16. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

- a. **For the Contractor:**

Name: Paul Drews
 Address: 1838 Gunn Hwy, Odessa, FL 33556
 Phone: 813.860-8897
 Email: paul.drews@em.aus.com

b. ***For the State:***

Name: State of Vermont, Deborah Damore
Address: 133 State Street, 5th Floor, Montpelier, VT 05633-8000
Phone: 802/522-6757
Email: deborah.damore@vermont.gov

17. ***No effect of Click-Through or Other Additional Terms and Conditions.*** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.
18. ***Attachments; Order of Precedence.*** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.
- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) is hereby incorporated by reference as if fully set forth herein and shall apply this this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .
 - b. "Attachment F: Agency of Human Services' Customary Contract/Grant Provisions (revision version dated May 16, 2018) is hereby incorporated by reference as if fully set forth herein and shall apply this this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .
 - c. "Attachment D: Other State Provisions for Electronic Monitoring Products and Services" is attached to this Agreement and incorporated herein and shall apply to each order placed under this Agreement as though fully set forth in the order.
 - d. If specified in an order made by a State Purchaser under this Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 shall be incorporated by reference and apply to the order as if specifically set forth in the order. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms> .
 - e. If specified in an order made by a State Purchaser under this Agreement, the "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)" shall be incorporated by reference and apply to the order as if fully set forth in the

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order. A copy of this document is available online at:
<https://bgs.vermont.gov/purchasing-contracting/forms>.

- f. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.
- g. An order placed against this Agreement. The State of Vermont Ordering Document is attached to this Agreement for use by State Purchasers to place orders with Contractor.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

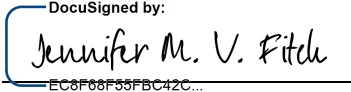
WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Allied Universal Electronic Monitoring US, Inc.

Date: 6/21/2024

Date: June 21, 2024

Signature:  EC8F68F53FBC42C...

Signature: Arnold Roese

Name: Jennifer M.V. Fitch

Name: Arnold Roese

Title: Commissioner - Buildings and General Services

Title: Vice President and General Manager

ATTACHMENT D

OTHER STATE PROVISIONS FOR ELECTRONIC MONITORING PRODUCTS AND SERVICES

- 1. State Intellectual Property.** The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "State Intellectual Property").

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

2. SECURITY OF STATE INFORMATION

- 2.1 Security Standards.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.
- 2.2 Security Breach Notice and Reporting.** The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

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In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

- 2.3 Security Policies.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.
- 2.4 Operations Security.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor’s receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor’s fiscal year, the Contractor shall transmit its annual audited financial statements to the State.
- 2.5 Redundant Back-Up.** The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor’s back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

2.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

3.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

3.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing,

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sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.

- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

3.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

3.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

4. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

5. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

6. TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the

possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

8. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that

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process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

9. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

10. CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

Contractor: Allied Universal Electronic Monitoring US, Inc.

State of Vermont Ordering Document

Authorizing Agreement: State of Vermont Participating Addendum # [REDACTED] for NASPO Electronic Monitoring Products and Services

Contractor: Allied Universal Electronic Monitoring US, Inc.

State Purchasing Entity: Department of Corrections

Purchasing Entity's address for invoicing: ahs.docinvoicesbusinessoffice@vermont.gov

Order No. insert number here and in header on second page (This assigned Order # must be included on all correspondence, delivery documents and invoices.)

This Order is a contract between the Contractor identified above (hereinafter the "Contractor") and the State of Vermont, through its State Purchasing Entity identified above (hereinafter the "State"). Contractor hereby agrees to provide the Products and Services specified herein subject to and in accordance with the terms and conditions of the above-captioned Authorizing Agreement, inclusive of its attachments and/or exhibits and respective amendments (hereinafter the "Authorizing Agreement"). THE AUTHORIZING AGREEMENT IS HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS ORDER AS IF SPECIFICALLY APPENDED HERETO. THE TERMS OF THE AUTHORIZING AGREEMENT SHALL GOVERN AND PREVAIL IN THE EVENT OF ANY CONFLICT OR AMBIGUITY BETWEEN THE TERMS OF THIS ORDER AND THE TERMS OF THE AUTHORIZING AGREEMENT. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE, NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, CONTRACTOR ACKNOWLEDGES AND AGREES THAT PURCHASING ENTITIES DO NOT INTEND TO BE BOUND, AND WILL NOT BE BOUND, BY ANY TERMS APPLICABLE TO THIS ORDER TO THE EXTENT SUCH TERMS: (A) REQUIRE INDEMNIFICATION BY THE PURCHASING ENTITY OF THE CONTRACTOR OR A THIRD PARTY; (B) WAIVE THE PURCHASING ENTITY'S RIGHT TO A JURY TRIAL; (C) ESTABLISH JURISDICTION IN ANY VENUE OTHER THAN THE SUPERIOR COURT OF THE STATE OF VERMONT, CIVIL DIVISION, WASHINGTON UNIT; (D) DESIGNATE A GOVERNING LAW OTHER THAN THE LAWS OF THE STATE OF VERMONT; (E) CONSTITUTE AN IMPLIED OR DEEMED WAIVER OF THE IMMUNITIES, DEFENSES, RIGHTS OR ACTIONS ARISING OUT OF PURCHASING ENTITY'S SOVEREIGN STATUS OR UNDER THE ELEVENTH AMENDMENT TO THE UNITED STATES CONSTITUTION; (F) ESTABLISH NEW OR DIFFERENT PAYMENT OBLIGATIONS OF THE PURCHASING ENTITY THAN ARE ESTABLISHED BY THE AUTHORIZING AGREEMENT; (G) REDUCE OR DIMINISH THE OBLIGATIONS REGARDING THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF THE PURCHASING ENTITY'S DATA AS ARE ESTABLISHED UNDER THE AGREEMENT; (H) ESTABLISH RIGHTS IN THE USE OF OR ACCESS TO PURCHASING ENTITY'S DATA FOR ANY REASON OTHER THAN PERFORMANCE OF THE PRODUCT OR SERVICE; (I) ESTABLISH RIGHTS OF OWNERSHIP IN THE PURCHASING ENTITY'S DATA; OR (J) LIMIT THE TIME WITHIN WHICH AN ACTION MAY BE BROUGHT.

1. Term: The term of this Order shall begin on _____ and end on _____ (the "Initial Term"). INSERT RENEWAL OPTION(S) AS REQUIRED.

2. Payment and Invoicing: The maximum amount payable under this Order shall not exceed _____. This maximum amount is not a guaranteed amount. Contractor

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will be paid for products or services actually delivered or performed, as specified in this Order, up to the maximum amount payable in accordance with Master Agreement, Exhibit B Price Schedules. Unless otherwise specified in this Order, costs are as set forth in the attached **Quote**. All costs set forth in this Order shall be inclusive of any and all Contractor fees and expenses. Contractor shall submit invoices to the State Purchasing Entity's address identified above. Payments shall be made only upon approval and acceptance by the State. Reimbursement of expenses is not authorized.

3. **Products and Services:** The Contractor shall provide the Products and Services set forth in the **Quote** attached to this Order, and any **VT Exhibit – Electronic Monitoring Products and Services** attached to this Order in full satisfaction of the specific requirements of the Authorizing Agreement and this Order. The Contractor shall comply with all Service Level and Maintenance and Support requirements set forth in Exhibit C of the Master Agreement as applicable to the products and services specified in this Order.
4. **Integrated Agreement; Amendment:** This Order contains the final and complete agreement of the parties. The parties do not intend to be bound by any additional terms not included, or expressly incorporated by reference, in this Order. The terms of this Ordering Document shall govern and prevail over any conflict or ambiguity with the terms of the attached **Quote**. Electronic "click-through" terms, terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection. This Order may not be amended except in a writing that is numbered and signed by the duly-authorized representatives of the State and the Contractor.
5. **Termination:** The State reserves the right to terminate or suspend this Order for convenience upon written notice at least fifteen (15) days in advance and, in the event of termination under this provision, the State will pay for all completed and accepted deliverables up until the date of termination.
6. **Data Categorization and Applicable Standards:** Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.
7. **Vermont Business Associate Agreement:** The terms and conditions of the State of Vermont Business Associate Agreement, as posted the Office of Purchasing & Contracting's website at <https://bgs.vermont.gov/purchasing-contracting/forms>, is hereby incorporated by reference and shall apply to this Order. **INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE**
8. **Vermont Federal Terms Supplement (Non-Construction):** The "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)" as attached to the Authorizing Agreement, is hereby incorporated by reference and shall apply to the order. **INCLUDE THIS CLAUSE ONLY AS APPLICABLE; DELETE OTHERWISE**

Contractor: Allied Universal Electronic Monitoring US, Inc.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>.

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under this Order shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Order. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Contractor: Allied Universal Electronic Monitoring US, Inc.

REQUIRED PRIOR APPROVALS

This Order must be approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution if the products or services will involve the electronic processing, storing, or transmission of Confidential Information.

This Order, if it includes services valued at \$25,000 or more per year, must be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.

This Order, if valued at over \$2,000,000, must be approved by the Secretary of Administration prior to execution.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS AGREEMENT.

Allied Universal Electronic Monitoring US, Inc.

	<u>June 21, 2024</u>
Signature Arnold Roese, VP & General Manager	Date

STATE OF VERMONT, Department of Corrections

_____	_____
Signature	Date

QUOTE

Reference Exhibit B Price Schedule for available equipment and services under this Participating Addendum - <https://www.naspovaluepoint.org/portfolio/electronic-monitoring-2023-2029/allied-universal-electronic-monitoring-us-inc/>.

INSERT QUOTE DOCUMENT

VT SOW Exhibit – Electronic Monitoring Products and Services

Unless otherwise required by the Purchasing Entity, the SOW must include, without limitation:

1. Project Objectives: a summary of the Purchasing Entity's project.
2. Scope of Services: the specific Deliverables, Acceptance Criteria for each Deliverable, Performance Criteria, and Service requirements, as applicable.
3. Deliverable Implementation Schedule: the specific timeline and implementation for each Deliverable.
4. Cost, pursuant to Exhibit B, Price Schedules.
5. Services and associated Deliverables, as identified by Contractor in collaboration with the Purchasing Entity, including but not limited to:
 - A. Project Management: Tasks within project management may include, but are not limited to:
 - i. Project kick-off which may include virtual meetings, meetings in person or both; preparing and distributing kick-off materials, and distribution of any agenda, notes or minutes;
 - ii. Business visioning and analysis that includes current and future Purchasing Entity Goods, Services and System needs;
 - iii. Project schedule for all tasks and activities;
 - iv. Status reporting plan, including daily, weekly, monthly, and ad-hoc reporting in both written and oral formats;
 - v. Project resource management plan;
 - vi. Project organizational structure;
 - vii. Risk management and mitigation plan;
 - viii. Issue management plan;
 - ix. Deliverables management plan;
 - x. Project communication plan;
 - xi. Quality management plan;
 - xii. Testing strategy and plan that must include testing environments, tools, and a modular testing approach considering transitional operations;
 - xiii. Document management plan that must include naming, versioning, and style approved by the Purchasing Entity;
 - xiv. Knowledge transfer plan for transferring knowledge base and all project Documentation to Purchasing Entity staff and as applicable, Purchasing Entity's identified stakeholders;
 - xv. Support Purchasing Entity from project implementation through Go-Live deployment; and
 - xvi. Other content as Contractor or Purchasing Entity determine to be necessary or appropriate considering the nature of the project.

- B. Complete System integration, standard or custom, System configuration and System implementation, to include, testing and validating Licensed Software to determine suitability before integration into Purchasing Entity's existing system(s) and infrastructure(s) including, but not limited to:
- i. Data conversion and migration services.
 - ii. System solution design, configuration including functional, technical, security, and the integration and interfacing with existing infrastructure(s) and, as applicable, third-party billing systems.
 - iii. Install, set up, and configure the System in the Hosted Environment.
 - iv. Quality assurance and quality control services including System Performance, security and maintainability.
 - v. Pursuant to Exhibit C, User training of System functionality, access and use, and knowledge transfer, including all applicable Documentation and Materials in accordance with the needs of the Purchasing Entity.
 - vi. Pursuant to Exhibit C, Service Level Agreement and Maintenance and Support, including technical support during the integration project and throughout the Warranty Period.
 - vii. Project closeout services including, without limitation, postimplementation System support, troubleshooting, System updating and maintenance and support in accordance with Exhibit C Service Level Agreement and Maintenance and Support.
- C. Hardware and maintenance and support:
- i. For RF, BTX / 4433 bracelet and Home Curfew RF Monitoring System 3000/062310064 base station and associated maintenance and support.
 - ii. For AM, SCRAM Remote Breath Pro/60000122 device, SCRAM CAM Bracelet/60000083 bracelet, CAM Wireless Base Station/60000086 base station, CAM Landline Base Station/60000082 base station and associated maintenance and support.
 - iii. For GPS satellite monitoring, AT1 LTE A/063450001 GPS device, AT1 LTE V/063450002 GPS device, RTC LTE V/064000006 GPS device, BTX/4433 bracelet, SB1000/001420038 optional beacon, Base Unit RTC LL/062310076 base station and associated maintenance and support.

RE: 48149 Allied Universal EXECUTED SVS.pdf

1 message

Emerson, Kyle <Kyle.Emerson@vermont.gov>
To: Mitzi Shilling <mitzi.shilling@em.aus.com>

Mon, Jun

Hi Mitzi,

Page 17 is an ordering document – so it's not required to be signed for the contract to be executed. It would be signed and used only at the time when DOC is placing an order for equipment.

Kyle Emerson | State Purchasing Agent II

Vermont Office of Purchasing and Contracting (OPC)

Department of Buildings and General Services (BGS)

133 State St, 5th Floor | Montpelier, VT 05633-8000

802-249-7394 mobile | 802-828-2222 fax

<http://bgs.vermont.gov/purchasing>



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Impacted Vermonters can find resources and referrals by visiting Vermont.Gov/Flood.

From: Mitzi Shilling <mitzi.shilling@em.aus.com>
Sent: Monday, June 24, 2024 3:35 PM
To: Emerson, Kyle <Kyle.Emerson@vermont.gov>
Subject: Fwd: 48149 Allied Universal EXECUTED SVS.pdf

You don't often get email from mitzi.shilling@em.aus.com. [Learn why this is important](#)

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.

Hello and Good Afternoon, Kyle.

I talked to Shannon Smith a few minutes ago and she said it would be best for me to contact you with my questions.

We received the attached executed agreement; however, starting on page 14, the section for "State of Vermont Ordering Document" is not filled out. Page 17 needs a signature.

1. Would it be possible to get the information needed to fill in the blanks? I am happy to fill it out.
2. Is it acceptable to update a partially signed PDF?
3. And where should we send it for final signature by Vermont DOC?

If you would please let me know, I would appreciate it.

Thank you,

Mitzi

Mitzi Shilling
Contract Manager

Allied Universal® Electronic Monitoring
[1838 Gunn Hwy. | Odessa, FL 33556](#)
W: 813.749.5454 | C: 727.401.0058 | F: 877.304.7096

[Redacted]

----- Forwarded message -----
From: **Paul Drews** <paul.drews@em.aus.com>
Date: Fri, Jun 21, 2024 at 3:21 PM
Subject: Fwd: 48149 Allied Universal EXECUTED SVS.pdf
To: Mitzi Shilling <mitzi.shilling@em.aus.com>, Dean Parracino <dean.parracino@em.aus.com>, Joshua Shepard <joshua.shepard@em.aus.com>

FYI

Paul Drews
Vice President of Sales and Business Development

Allied Universal® Electronic Monitoring
[1838 Gunn Hwy. | Odessa, FL 33556](#)
W: 813.749.5454 | C: 813.860.8897 | Paul.Drews@em.aus.com

----- Forwarded message -----
From: **BGS - OPC Vendor Docs** <BGS.OPCVendorDocs@vermont.gov>
Date: Fri, Jun 21, 2024 at 2:13 PM
Subject: 48149 Allied Universal EXECUTED SVS.pdf
To: paul.drews@em.aus.com <paul.drews@em.aus.com>, Emerson, Kyle <Kyle.Emerson@vermont.gov>
Cc: BGS - OPC Vendor Docs <BGS.OPCVendorDocs@vermont.gov>

Greetings,

Attached please find the referenced executed contract document for your files.

Sincerely,

Shannon V Smith |State Assistant Purchasing Agent
Department of Buildings & General Services (BGS)
Office of Purchasing & Contracting (OPC)
[133 State Street, 5th Floor, Montpelier, VT 05633](#)
802-261-0948 - Direct Line
802-228-2211 - Main Office |Fax 802-828-2222

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Impacted Vermonters can find resources and referrals by visiting Vermont.Gov/Flood



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