



# Office of General Services Procurement Services

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## Electronic Monitoring Products and Services (NASPO ValuePoint) (Statewide) Group 38235, Award PGB-23300 HOW TO USE THE CONTRACTS

### INTRODUCTION

The Electronic Monitoring Products and Services Piggyback Award provides a procurement mechanism for State and Non-State agencies to procure Electronic Monitoring Products and Services as follows:

#### CATEGORY 1: RADIO FREQUENCY MONITORING (“RFM”):

Electronic monitoring service is used for home detention. Product User wears a Contractor-provided body-attached ankle bracelet transmitter that communicates by radio frequency with a home receiver. The home receiver transmits data to the Contractor’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.

#### CATEGORY 2: ALCOHOL MONITORING (“AM”):

Electronic monitoring is performed through a Contractor-provided home breath analysis unit connected by landline or cellular network to the Contractor’s monitoring center. Product User’s identity is confirmed through a voice or imaging recognition system and test results are transmitted to the Contractor’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.

#### CATEGORY 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 Contractor’s monitoring center. On a scheduled (active, hybrid, or passive) basis, tracking data is communicated to the Contractor’s monitoring center that 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/Authorized User’s designated officer or program manager pursuant to established protocols.

#### CATEGORY 4. VALUE-ADDED TECHNOLOGY AND SERVICES:

Alternative yet innovative products include smartphone technology, victim notification services, and/or cross-jurisdiction tracking. Alternative solutions are defined as those Products and Services not included in the Categories above.

### PIGGYBACK CONTRACTS

Group 38235, Award PGB-23300 includes “Piggyback” contracts made between OGS and the Contractors (see the “Award Document” page). The terms and conditions of the Piggyback Contracts (see the “Contractor Information” page for a link to the executed contracts) shall supersede any conflicting terms and conditions set forth in the Master Agreements. Authorized users should read and become familiar with all the terms and conditions in the Piggyback Contracts. The Master Agreements resulting from Solicitation [22PSX0021](#) are established by NASPO ValuePoint Cooperative Purchasing.

## HOW TO USE THE CONTRACTS

### **AUTHORIZED USERS**

“Authorized User” shall have the meaning set forth in the State Finance Law section 163(1)(k). This Piggyback Contract is for use by Authorized Users, which includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, Section 2(a), Definitions.

Upon request, all eligible non-State agencies must furnish the Contractor with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. Questions regarding an organization's eligibility to purchase from New York State contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717 or at [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov).

The NASPO term, “Participating Entity,” is synonymous to the New York State Centralized Contract term, “Authorized User.”

### **USE OF CONTRACT**

Authorized Users shall ensure that any and all purchases are made pursuant to all applicable laws and procurement policies and procedures. Additional details and requirements, including contact information for OGS Contract Management, are available on the Contract Award Notification website. In accordance with Appendix B, Section 26, an Authorized User may include additional terms and conditions in the Authorized User Agreement that do not conflict with this Piggyback Contract and are more advantageous to the Authorized User. Examples of such additional terms may include reduced prices or an expedited delivery timeframe.

#### For State Executive Agencies

State Executive Agencies shall ensure that all purchases are in accordance with the State Finance Law and all New York State Office of Information Technology Services (ITS) policies, including, but not limited to, Data Classification and Plan to Procure agency submission requirements. State Executive Agencies shall solicit quotes from all Contractors (if applicable) listed within this Award. The solicitation shall include, at a minimum, the scope of services needed, specific deliverables, data classification (but not specific data), data retention requirements, data breach requirements, insurance requirements, and any additional requirements or needs. Contractor(s) may be required to provide a Statement of Work that addresses the specific Authorized User requirements. In accordance with State Finance Law section 163(10)(c), the State Executive Agency Authorized User shall ensure that the selection of the Contractor is the most practical and economical and is in the best interests of the State.

After selecting a Contractor, the Authorized User and Contractor shall enter into a formal Authorized User Agreement that specifies the Contractor's and Authorized User's specific requirements and needs. The Authorized User agreement may not add any additional products, services, or material requirements not included in the Statement of Work and solicitation process. Such Authorized User Agreement and Statement of Work shall be incorporated into this Piggyback Contract.

#### For Non-State Executive Agencies

Non-State Executive Agencies shall ensure that all purchases are in accordance with applicable procurement laws and any required information technology policies. Authorized Users should solicit quotes from all Contractors (if applicable) listed within this Award. The solicitation shall include, at a minimum, the scope of services needed, specific deliverables, data classification (but not specific data), data retention requirements, data breach requirements, insurance requirements, and any additional requirements or needs. Contractors may be required to provide a Statement of Work that addresses the specific Authorized User requirements. The Authorized User shall ensure that the selection of the Contractor is the most practical and economical and is in the best interests of the State.

After selecting a Contractor, the Authorized User and Contractor shall enter into a formal Authorized User Agreement that specifies the Contractor's and Authorized User's specific requirements and needs. The Authorized User agreement may not add any additional products, services, or material requirements not included in the Statement of Work and solicitation process. Such Authorized User Agreement and Statement of work shall be incorporated into this Piggyback Contract.

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### **NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

### **OVERLAPPING CONTRACT ITEMS**

Products/services available under this piggyback contract may also be available from other New York State contracts. Authorized users will be advised to select the most cost-effective procurement alternative that meets their program requirements, and to document the basis for this selection in their own procurement record.

### **PRICE**

The price for Product shall either be at the agreed-upon discounts and service rates listed in Attachment 1 – Pricing, or at a price that is more advantageous to the Authorized User.

Price shall include all customs, duties, and charges, and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User.

### **PURCHASE ORDERS**

Purchase Orders shall be effective and binding upon Contractor when placed in the mail or electronically transmitted during this Piggyback Contract period addressed to the Contractor at the address for receipt of orders designated in the Master Contract or Contract Award Notification. Any discrepancies between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Piggyback Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. If an Authorized User of the Piggyback Contract adds written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Piggyback Contract, the Contractor may reject the Purchase Order within five (5) business days of its receipt or fulfill the Purchase Order. Prior to rejection of any additional terms and conditions to the Purchase Order, the Contractor has an obligation to attempt to negotiate the additional written terms and conditions in good faith with the Authorized User. For more details on these provisions, See Appendix B, Section 30, *Purchase Orders*.

### **CATALOGS AND PRICE SHEETS**

Catalogs and price lists shall be provided in accordance with the terms of the Master Contract and this section. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

### **ORDERING**

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference the Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

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### **PURCHASING CARD ORDERS**

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees.

### **INVOICING AND PAYMENT**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line-item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

### **PRODUCT DELIVERY**

Delivery for such any physical components acquired under this Contract shall be net, F.O.B. destination any point in New York State as designated by the Authorized User.

### **BULK DELIVERY AND ALTERNATE PACKAGING**

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

### **PRODUCT RETURNS AND EXCHANGES**

In addition to the provisions of Appendix B, *Title and Risk of Loss, Product Substitution, and Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped,

## HOW TO USE THE CONTRACTS

Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within 10 Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

### **NEW ACCOUNTS**

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

### **CONTRACT MODIFICATIONS**

#### A. Piggyback Contract Modifications

Any modifications to a Piggyback Contract, must be made by an instrument in writing executed by the Contractor and NYS OGS, and subject to approval by OSC.

#### B. Master Contract Modifications

Contractor shall submit copies of any modifications to the Master Contract terms and conditions to OGS for review prior to enactment. Subject to approval by OSC, if required, OGS may accept a modification to the Master Contract in full. If the Master Contract modification requires a modification to this Contract, it shall be made in accordance with Paragraph A above. See Section 2.6 Price and Product Updates in the Piggyback Agreement for modifications to the Master Contract pricelist.

#### C. Authorized Users

An Authorized User shall not have the authority to accept any requests for modifications to the Piggyback Contract, which must be handled as outlined in Paragraph A of this section. However, in accordance with Appendix B *Modification of Contract Terms*, in a specific transaction an Authorized User shall have the authority to accept an offer from Contractor for more advantageous terms and pricing than those provided under this Piggyback Contract.

### **POOR PERFORMANCE**

Authorized Users should notify Procurement Services Customer Services promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Procurement Services Customer Services:

Office of General Services  
Procurement Services  
Customer Services Coordination  
38th Floor Corning Tower  
Empire State Plaza Albany, NY 12242

Tel: 518-474-6717  
E-mail: [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)