



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

| | |
|--------------------------------|--|
| Title | : Group 38235 – Electronic Monitoring Products and Services (NASPO ValuePoint) (Statewide) Classification Code(s): 32, 43, 46 & 92 |
| Award Number | : PGB 23300 (Replaces Award PGB-22916) |
| Contract Period | : August 9, 2024 – November 1, 2026 |
| Bid Opening Date | : March 16, 2023 |
| Date of Issue | : August 9, 2024 (Revised March 13, 2026) |
| Specification Reference | : As Incorporated In The Piggyback Agreements |
| Contractor Information | : Appears on Page 2 of this Award |

Address Inquiries To:

| State Agencies & Vendors | | Political Subdivisions & Others | |
|--------------------------|--|---------------------------------|--|
| Name | : Erin Smi | Procurement Services | |
| Title | : Contract Management Specialist | Customer Services | |
| Phone | : 518-474-3063 | Phone | : 518-474-6717 |
| E-mail | : OGS.sm.SSTSafetySecurity@ogs.ny.gov | E-mail | : customer.services@ogs.ny.gov |

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This award includes equipment and services for the monitoring of offenders through Radio Frequency (RF) electronic monitoring, satellite monitoring and remote tracking services (GPS), and Alcohol Monitoring as outlined in the NASPO ValuePoint Master Contract.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PGB-23300

(continued)

NOTE: See individual contract items to determine actual awardees.

| <u>CONTRACT #</u> | <u>CONTRACTOR & ADDRESS</u> | <u>TELEPHONE #</u> | <u>FED.IDENT.# / NYS VENDOR#</u> |
|--------------------------|---|---------------------------|---|
| PC70430 | Alcohol Monitoring Systems, Inc. d/b/a SCRAM Systems 1241 W Mineral Ave. Littleton, CO 80120 | 303-785-7841 | 300137963 1000017549 |
| PC70431 | Allied Universal Electronic Monitoring US, Inc. 1838 Gun Hwy. Odessa, FL 33556 | 813-749-5454 | 134088052 1100141649 |
| PC70432 | Buddi US, LLC 1964 Bayshore Blvd. Suite B, Dunedin, FL 34698 | 844-283-3499 | 371749414 1100214325 |
| PC70434 | Sentinel Offender Services, LLC 1220 North Simon Circle Unit C Anaheim, CA 92806 | 800-496-4882 | 330929945 1000047362 |
| PC70435 | Track Group, Inc. 200 E. 5th Ave, Suite 100 Naperville, IL 60563 | 877-260-2010 x 1024 | 870543981 1100314616 |

For the current list of Contractor contact information, and pricing for this Award, please refer to the Contractor Information Summary.

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

| | |
|------------|---------------------------|
| RS, RP, RA | Recycled |
| RM | Remanufactured |
| SW | Solid Waste Impact |
| EE | Energy Efficient |
| E* | EPA Energy Star |
| ES | Environmentally Sensitive |

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NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

CONTRACT BILLINGS AND PAYMENTS:

Appendix B, Section 45, Contract Invoicing, applies to this Piggyback Contract.

OGS PROCUREMENT SERVICES DISPUTE RESOLUTION POLICY:

Appendix B, Clause 59, Dispute Resolution Procedures, is hereby deleted and replaced with the following:

I. Policy

It is the policy of OGS to provide Interested Parties, as that term is defined herein, with an opportunity to administratively resolve disputes related to OGS bid solicitations, contract awards or contract administration. Interested Parties are encouraged, but not required, to seek resolution of disputes through consultation with OGS staff through the Informal Dispute Resolution Process described herein, prior to filing a Formal Dispute. All Informal and Formal Disputes will be accorded full, impartial, and timely consideration. OGS Dispute Resolution Procedures may be obtained by contacting the person identified in the Contract as a designated contact or through the OGS website (www.ogs.ny.gov).

II. Dispute Resolution Procedures**A. Informal Dispute Resolution Process**

1. In the event there is a dispute under this Piggyback Contract, the Contractor, OGS, and Authorized User agree to exercise their best efforts to resolve the dispute as soon as possible. The Contractor, OGS, and Authorized User shall, without delay, continue to perform their respective obligations under this Piggyback Contract which are not affected by the dispute. Primary responsibility for resolving any dispute arising under this Piggyback Contract shall rest with the Authorized User's Contractor Coordinators and the Contractor's Account Executive and the State & Local Government Regional General Manager.
2. In the event the Authorized User is dissatisfied with the Contractor's Products provided under this Piggyback Contract, the Authorized User shall notify the Contractor in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with the Authorized User, the Contractor shall so notify the Authorized User in writing. If either party notifies the other of such dispute, the other party shall then make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result through negotiation.
3. If negotiation between the Contractor and Authorized User fails to resolve any such dispute to the satisfaction of the parties within fourteen (14) business days or as otherwise agreed to by the Contractor

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and Authorized User, of such notice, then the matter shall be submitted to the State's Contract Administrator and the Contractor's senior officer of the rank of Vice President or higher as its representative. Such representatives shall meet in person and shall attempt in good faith to resolve the dispute within the next fourteen (14) business days or as otherwise agreed to by the parties. This meeting must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive relief.

4. The Contractor shall extend the informal dispute resolution period for so long as the Authorized User continues to make reasonable efforts to cure the breach, except with respect to disputes about the breach of payment of fees or infringement of its or its licensors' intellectual property rights.

B. Formal Dispute Process

1. Definitions

- a. Filed means the complete receipt of any document by OGS before its close of business.
- b. Interested Party for the purpose of filing a dispute relating to a solicitation, as used in this section, means an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a Contract or by the failure to award a Contract.
- c. Interested Party for the purpose of filing a dispute relating to a Contract award, as used in this section, means an actual bidder or offeror for the subject Contract.
- d. Interested Party for the purpose of filing a dispute relating to the administration of the Contract, as used in this section, means the awarded Contractor for the subject Contract.
- e. Issuance of award means the Date of Issue identified on the Contract Award Notification transmitted by OGS.
- f. A Formal Dispute means a written objection by an Interested Party to any of the following:
 - i. A solicitation or other request by OGS for offers for a contract for the procurement of commodities, services or technology.
 - ii. The cancellation of the solicitation or other request by OGS.
 - iii. An award or proposed award of the Contract by OGS.
 - iv. A termination or cancellation of an award of the Contract by OGS.
 - v. Changes in the scope of the Piggyback Contract by the Commissioner.
 - vi. Determination of "materiality" in an instance of nonperformance or contractual breach.
 - vii. An equitable adjustment in the Piggyback Contract terms and/or pricing made by the Commissioner during a Force Majeure event.

2. Submission of Formal Disputes

A Formal Dispute must be filed in writing with the Director of Procurement Services by mail or email using the following contact information:

Director, Procurement Services
A Division of the Office of General Services
38th Floor, Corning Tower Empire State Plaza Albany, NY 12242
Customer.Services@ogs.ny.gov

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**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

| | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs | | | | |
| • Product meets contract specifications | | | | |
| • Pricing | | | | |

CONTRACTOR

| | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery | | | | |
| • Completeness of order (fill rate) | | | | |
| • Responsiveness to inquiries | | | | |
| • Employee courtesy | | | | |
| • Problem resolution | | | | |

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____
 Address: _____ Title: _____
 _____ Date: _____
 _____ Phone: _____
 _____ E-mail: _____

Please Return by Email to:
 Procurement Services
OGS.sm.SSTSafetySecurity@ogs.ny.gov
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