

PARTICIPATING ADDENDUM (Amendment #1)
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT
Washington Contract Number: 00212
Name of Contractor: BI Incorporated
(hereinafter "Contractor")

And

Name of participating state/entity: State of Alaska
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the purchase of items in the *Electronic Monitoring of Offenders* contract lead by the State of Washington for use by state agencies and other entities located in the Participating State and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Official.

2. **Participation:** Use of specific NASPO (formerly WSCA-NASPO) cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective state Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The State of Alaska is a NASPO Member State. The Department of Administration, Division of General Services, has the authority to sign NASPO Participating Addendums.

3. **Participating State Modifications or Additions to Master Agreement:**

Administrative Fees: Contractor agrees to provide an Administrative Fee to the State of Alaska.

a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.

b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

4. Reporting: Contractor must submit quarterly reports to the State of Alaska Contacting Officer with an electronic usage report, which will list the purchasing entity, description of item(s) purchased, date, dollar amount, retail price, and extended price for each transaction. These reports are due within sixty (60) days of the end of a quarter in accordance with the Master Agreement.

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

5. Purchase Order Instructions: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement 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. At a minimum, all orders should contain the following:

- (1) Mandatory Language, "This order is subject to NASPO Contract # 00212 terms, conditions, specifications and pricing."
- (2) Your Name, Address, Contact, & Phone-Number.
- (3) Other program requirements as necessary.

6. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State:

Name	Neva Peckham Contract Administrator
Address	State of Washington Department of Enterprise Services, Master Contracts & Consulting PO Box 41411 Olympia, WA 98504-1411
Telephone	(360) 407-9411
Fax	(360) 586-2426
E-Mail	neva.peckham@des.wa.gov

Contractor:

Name	Robert Murnock, Vice President of Sales
Address	BI Incorporated 6265 Gunbarrell Ave. Suite B Boulder, CO 80301
Telephone	(724) 538-5800
Fax	(724) 538-5802
E-mail	Robert.murnock@bi.com

Participating Entity:

Name	Shavonne Jordan, Contracting Officer
Address	State of Alaska Department of Administration, Division of General Services PO Box 110210 Juneau, AK 99811
Telephone	(907) 465-5682
Fax	(907) 465-2189
E-Mail	Shavonne.jordan@alaska.gov

7. **Individual Customers:** Each State agency and political subdivision, as a Participating Entity, that purchases electronic monitoring services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement/Contract; and they will have the same rights and responsibilities for their purchases as the Lead State (State of Washington) has in the Master Agreement/Contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement/Contract number 00212 (administered by the State of Washington as w6-2013) together with its exhibits, set forth the

entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement/Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement/Contract 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 Addendum and the Master Agreement/Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the participating state.

8. Order of Precedence: The parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement, (c) any Purchase Order issued in connection therewith. This section specifically supersedes and order of precedence provision set forth elsewhere in the Agreement.

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

Participating State/Entity: State of Alaska	Contractor: BI Incorporated
By: <i>Shavonne Jordan</i>	By: <i>Robert Murnock</i>
Name: Shavonne Jordan	Name: Robert Murnock
Title: Contracting Officer	Title: Vice President of Sales
Date: 5-23-16	Date: 05-11-16

For questions on executing a participating addendum, please contact:

NASPO Value Point Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	THay@NASPOValuePoint.org