

Participating Addendum Number 22PSX0021 and RI MPA-468
for
Electronic Monitoring Products and Services
between
State of Rhode Island
and
Alcohol Monitoring Systems, Inc. dba
SCRAM Systems

This Participating Addendum is entered into by the State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Contractor and the State of Connecticut ("Lead State") for Electronic Monitoring Products and Services ("Master Agreement"):

Alcohol Monitoring Systems, Inc. dba SCRAM Systems ("Contractor")
1241 W. Mineral Ave.
Littleton, CO 80210

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Kevin McDonald
Vice President of Sales
kmcdonald@scramsystems.com
720-369-2232

Participating Entity's contact for this Participating Addendum is:

Gail Walsh
Chief Procurement Specialist
Gail.walsh@purchasing.ri.gov
401-574-8122

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **May 1, 2024**, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- This Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R.I. Gen. Laws §37-2-1, et seq., Rhode Island Procurement Regulations, and the Rhode Island General Conditions of Purchase. (Copy attached).
- Jurisdiction and venue for any lawsuits arising therefrom shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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- b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order, **22PSX0021 and RI MPA-468**. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

In 2017, the General Assembly amended the "State Purchases Act", R. I. Gen. Laws, § 37-2-12(b), to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all Purchase Agreements/Orders issued relative to Statewide MPA contracts.

Quarterly Reporting

All reporting entries are based on Net Revenue Sale. At a minimum the report will include purchasing entity name; billing and ship to locations; purchasing entity and contractor purchase order identifier/number(s); date of order; ship date; order type (sales order, credit, determined by industry practices); and line-item description, including product number on all products/services sold under the MPA. Annual reporting quarters and due dates are as follows:

- Quarter 1 - January 1 through March 31; due no later than April 30
- Quarter 2 - April 1 through June 30; due no later than July 31
- Quarter 3 - July 1 through September 30; due no later than October 31
- Quarter 4 - October 1 through December 31; due no later than January 31

- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

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IX. INFORMATION TECHNOLOGY STANDARDS. May be included by subsequent amendment.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

STATE OF RHODE ISLAND GENERAL CONDITIONS OF PURCHASE

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Kevin McDonald

Vice President of Sales

kmcdonald@scramsystems.com

720-369-2232

For Participating Entity:

Amanda M. Rivers

Deputy Purchasing Agent

Amanda.m.rivers@purchasing.ri.gov

401-574-8123

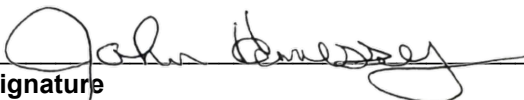
XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:


Signature

John Hennessey
Printed Name

Chief Operating Officer
Title

4/23/2024
Date

PARTICIPATING ENTITY:

Signature

Amanda M. Rivers
Printed Name

Deputy Purchasing Agent
Title

Date