



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 12-16-2021

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CMA 0212 0212 ELECMON14 10	Procurement Folder:	12503
Document Name:	ELECTRONIC MONITORING -NASPO VALUEPOINT CONTRACT NO. 0021	Reason for Modification:	
Document Description:	NASPO VALUEPOINT CONTRACT NO. 00212 - Change Order No. 08	CO#08: Issued to mirror the NASPO agreement by extending the terms of the original contract per the attached Amendment No. 10 of the NASPO agreement.	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2014-06-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-05-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000104575			Requestor Name:	Mark A Atkins
ATTENTI US INC 1838 GUNN HWY				Requestor Phone:	(304) 558-2307
ODESSA FL 33556				Requestor Email:	mark.a.atkins@wv.gov
US				<div style="font-size: 48px; font-weight: bold;">22</div> <div style="font-weight: bold;">FILE LOCATION _____</div>	
Vendor Contact Phone:	813-749-5454	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	30		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
ALL STATE AGENCIES	STATE OF WEST VIRGINIA
VARIOUS LOCATIONS AS INDICATED BY ORDER	VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

12-16-21

Purchasing Division's File Copy

Total Order Amount:	Open End
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ENTERED

MA 12/16/2021

PURCHASING DIVISION AUTHORIZATION
DATE: <i>Tara H. [Signature]</i> 12/16/21
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: <i>John S. Gray [Signature]</i>
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: <i>Beverly Toler [Signature]</i> 12-17-21
ELECTRONIC SIGNATURE ON FILE

12/17/2021

Extended Description:

CHANGE ORDER:

Change Order No. 08 is issued to mirror the NASPO Agreement Contract No. 00212 by extending the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders per the attached NASPO Amendment No. 10.

Effective date of Extension: 01/01/2022 through 05/31/2023.

NO OTHER CHANGES

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	41113700				0.000000
	Service From	Service To			
			Commodity Ln Discontinued		

Commodity Line Description: Electronic monitoring

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	41113700				0.000000
	Service From	Service To			

Commodity Line Description: ELECTRONIC MONITORING

Extended Description:



ALLAN MCVEY
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS
DIRECTOR

December 10, 2021

Mr. Paul Drews, Vice President of Sales
Attenti US, Inc
1838 Gunn Hwy
Odessa, FL 33556

Subject: WV Statewide Contract No.: ELECMON14 – NASPO VALUEPOINT CONTRACT NO. 00212

Dear Mr. Drews:

The State of West Virginia is offering to extend the current contract under the approved terms, conditions, and pricing per the NASPO agreement. The renewal dates are January 01, 2022 through March 31, 2023 per the executed NASPO agreement Amendment No.10. If your company agrees to this renewal with the State, please sign below and return the original to my attention as soon as possible. You may return all renewal documents via email to Mark.A.Atkins@wv.gov.

Also attached is an Affidavit that is to be part of the purchase order and is required to be signed, dated, and notarized.

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Arnold Roese
Printed Name

Arnold Roese
Signature

Vice President and General Manager
Title

December 13, 2021
Date

Please call if you have any questions.

Sincerely,

Mark A. Atkins, CPPB

Senior Buyer, Senior Buyer Statewide Contracts
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
POB 50130
Charleston, WV 25305-0130

Phone: 304.558.2307

Fax: 304.558-4115

Email: Mark.A.Atkins@wv.gov

Attachment

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Attenti US, Inc.
1838 Gunn Highway
Odessa, FL 33556

**TENTH AMENDMENT
TO
NASPO VALUEPOINT COOPERATIVE PURCHASING MASTER AGREEMENT NO. 00212
ELECTRONIC MONITORING OF OFFENDERS**

This Tenth Amendment ("Amendment") to Contract No. 00212 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Attenti US, Inc., a Delaware corporation ("Contractor") and is dated and effective as of July 1, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Cooperative Purchasing Master Agreement No. 00212 for Electronic Monitoring of Offenders dated effective as of July 1, 2013 ("Contract").
- B. The Parties previously amended Contract 00212 as follows:
- a. The First amendment, dated and effective January 7, 2015, replaced Category 2 product, Soberlink with SCRAM mobile remote alcohol monitoring unit.
 - b. The Second amendment, dated and effective January 15, 2016, extended the Contract through December 31, 2019.
 - c. The Third amendment, dated and effective August 1, 2016, added to Category 3, a One-Piece GPS Tracking Device 4.
 - d. The Fourth amendment, dated and effective December 1, 2016, amended in Category 2 to add the Lost/Stolen/Damage cost of \$1,350.00 for the SCRAM Remote Breath as described in revised *Exhibit C*.
 - e. The Fifth amendment, dated and effective October 27, 2017, changed counterparty name from 3M Electronic Monitoring, Inc. to Attenti Electronic Monitoring, Inc.
 - f. The Sixth amendment, dated January 17, 2019, added products in Category 2 to include a Smart Start S.M.A.R.T. Mobile and Cam TRAC as described in the attached revised *Exhibit C* (dated November 15, 2018) which is titled 'Appendix E Price Sheets.' The reduced price of the AMS SCRAM Remote Breath is included in Exhibit C.
 - g. The Seventh amendment, dated and effective January 1, 2020, extended the Contract through December 31, 2020 or until a new contract is in place.
 - h. The Eighth amendment, dated and effective January 1, 2021, extended the contract through December 31, 2021.
 - i. The Ninth amendment, dated and effective April 15, 2020, added the following products in Category 3; (1) eCheck Smartphone Tracking, and (2) Freedom Charger.

- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is extended through May 31, 2023.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ATTENTI US, INC.,
A DELAWARE CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Arnold Roeser
Name: Arnold Roeser
Title: V.P. and General Manager
Date: June 7, 2021

By: Kim Kirkland
Name: Kim Kirkland
Title: IT Procurement Supervisor
Date: 6/7/2021

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Attenti US, Inc.

Authorized Signature: *Arnold Rose* Date: December 13, 2021

State of Florida

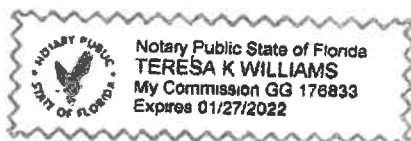
County of Pasco, to-wit:

Taken, subscribed, and sworn to before me this 13 day of December, 2021.

My Commission expires January 27, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC *Teresa K. Williams*



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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

ATTENTI US, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	3/21/2012		3/21/2012	Foreign	Profit			

Organization Information		
Business Purpose	3342 - Manufacturing - Computer and Electronic Product Manufacturing - Communications Equipment Manufacturing (telephone, radio & TV broadcasting, wireless communication)	
Charter County	Control Number 99TYQ	
Charter State DE	Excess Acres	
At Will Term	Member Managed	
At Will Term Years	Par Value	
Authorized Shares	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Local Office Address	3M CENTER BLDG 224-5N-40 ST PAUL, MN, 55144
Mailing Address	1838 GUNN HIGHWAY ODESSA, FL, 33556
Notice of Process Address	CORPORATION SERVICE COMPANY 209 WEST WASHINGTON STREET CHARLESTON, WV, 25302
Principal Office Address	1838 GUNN HIGHWAY ODESSA, FL, 33556 USA
Type	Address

Officers	
Type	Name/Address
Director	ARNOLD ROESE 1838 GUNN HIGHWAY ODESSA, FL, 33556
President	MARTY GUINOO 1838 GUNN HIGHWAY, ODESSA, FL, 33556
Secretary	MARTY GUINOO 1838 GUNN HIGHWAY, ODESSA, FL, 33556
Treasurer	EYAL SHARONI 1838 GUNN HIGHWAY ODESSA, FL, 33556
Type	Name/Address

Name Changes	
Date	Old Name
1/17/2018	3M ELECTRONIC MONITORING, INC
1/17/2018	ATTENTI ELECTRONIC MONITORING, INC.
Date	Old Name

Date	Amendment
1/17/2018	NAME CHANGE: FROM 3M ELECTRONIC MONITORING, INC
1/17/2018	NAME CHANGE: FROM ATTENTI ELECTRONIC MONITORING, INC.
Date	Amendment

Annual Reports
Filed For
2021
2020
2019
2018
2017x
2017
2016
2015
2014
Date filed

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, December 16, 2021 — 1:39 PM

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