FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
Department of Finance, Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186-3208

Contract No.	GS-07F-6020R
Contract Name:	Corrisoft Security/Monitoring Equipment and Related Services
Contract Date	December 4, 2015
Contractor Name:	Corrisoft, LLC
Contractor Address:	1713 Jaggie Fox Way, Lexington, KY 40511-2512
Contract Term	Contract term is for four (4) years from date of Agreement (December 4, 2015-December 3, 2019)
Description:	To provide certain Corrisoft Law Enforcement Security/Monitoring Equipment and related services as needed

FOR FURTHER INFORMATION CONTACT: Kathy H. Stanley, CPPB, Senior Buyer
Phone 540-422-8354
Email: Kathy.stanley@fauquiercounty.gov.

AIR® SERVICE Agreement

This AIR Service Agreement (the "Agreement") is made between CORRISOFT, LLC ("Corrisoft"), a Kentucky limited liability company with its principal place of business at 1713 Jaggie Fox Way, Lexington, KY 40511, and Fauquier County Sheriff ("Agency"), with its principal place of business at 78 West Lee Street, Warrenton, VA 20186. This Agreement is effective as of the date of full execution.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, agree as follows:

DEFINITIONS:

a) "Active monitoring" or "actively monitor," as used herein, refers to the ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.
b) "Client" refers to any person that is subject to Agency's supervision and enrolled in the AIR Program(s).
c) "Confidential Information" refers to any information that is marked, or should be reasonably understood to be, confidential or proprietary information of Corrisoft.
d) "Documentation" refers to the "Corrisoft AIR Officer's Reference Manual" which is incorporated herein by this reference and will be provided upon execution of this Agreement.
e) "Unit" or "Equipment" refers to:
   i) "System 5000" consisting of a (PTU) Personal Tracking Unit, a base station charging unit, and an (RF) tether;
   ii) "System 5000" consumables consisting of a strap, a clip, and a pin;
   iii) "Visual Breath Alcohol" consisting of MEMS 3000 Cellular or Landline.
   iv) "AIR" or "AIR Service" refers to the AIR web-based software platform, Smartphone, and/or the AIR CONNECT Equipment, Documentation and services described in Sec. 2.
f) "GPS" refers to Global Positioning Satellite.
g) "Profile" refers to a participants personal information entered into AIR System.
h) "System" refers to Corrisoft central monitoring computer systems, which are located and maintained at Corrisoft offices.
i) "Active Unit" refers to any Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive.
j) "Active Unit Day" refers to any day, or any portion thereof, in which there is an Active Unit.

1. **AGENCY'S OBLIGATIONS**
   1.1 Agency agrees to retain complete authority of and responsibility for Client selection, enrollment, monitoring alerts, and reports; to oversee orientation and installation of Equipment; to verify the accuracy of all Profile(s); to establish policies and procedures; to respond to alert notifications; to manage all liaison work with the involved courts; and to manage and control all login IDs..
   1.2 Agency shall retain liability for any and all acts committed by a Client.
   1.3 Agency shall be responsible for gaining all necessary consents from Client and, when necessary, anyone residing with Client, to participate in the AIR Program.
   1.4 Agency shall be responsible for compliance with all laws and regulations applicable to Agency's use of the AIR Program services and equipment. Without limiting the foregoing, Agency shall also be responsible for compliance with all privacy and data security requirements regarding Agency's collection, storage, and transmission of data in conjunction with the AIR Program.
2. **CORRISOFT'S OBLIGATION**
   2.1 Provided Agency is not in default of this Agreement, Corrisoft will supply certain Equipment to Agency and certain AIR related services to Agency during the term of this Agreement subject to the provisions set forth herein. The specific Equipment and services to be supplied by Corrisoft, and the amounts to be paid by Agency for such Equipment and services, will be set forth for invoices that will be periodically provided by Corrisoft to Agency.
3. **PAYMENT TERMS**
   3.1 Payment terms are Net 30 from date of invoice. Interest on any amount that is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.
   3.2 In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay to Corrisoft as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply Corrisoft with a tax exemption certificate.
4. **CONTRACT TERM, TERMINATION, RENEWAL**
   4.1 The term of this Agreement is for four (3) years from the effective date of this Agreement unless terminated as provided herein. This Agreement, its terms and conditions, and authorized amendments are renewed automatically on the anniversary of its original effective date unless otherwise terminated as provided for herein.
   4.2 Either party, upon sixty (60) days prior written notice to the other party, may terminate this Agreement for convenience. Cessation of services and responsibilities defined in this Agreement may not take place less than sixty (60) days from the receipt of notice except in the event of default by either party. All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.
   4.3 Upon termination of the Agreement, Agency shall immediately return all property due to Corrisoft. In the event Corrisoft's Units, unused supplies, and other such property are not returned within seven (7) days, Agency shall pay to Corrisoft the full daily rate listed in Exhibit A until Corrisoft has all such Units and other property in its possession. Corrisoft is entitled to full payment for services rendered and accepted whether during the term of this Agreement or thereafter.
   4.4 The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of Corrisoft products and services. Corrisoft shall not be liable for any delay in performances due to limited availability of AIR products and services.
5. **LIMITATION OF LIABILITY**
   5.1 Agency will be responsible for the proper use, management, and supervision of the Equipment.
   5.2 Agency will be responsible for the monitoring of the Client. Agency agrees that Corrisoft will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.
   5.3 DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CORRISOFT EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT SERVICE OR EQUIPMENT IS OR WILL BE COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.
   5.4 IN NO EVENT WILL CORRISOFT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY FAILURE OF THE EQUIPMENT OR SERVICES OR BREACH BY CORRISOFT OF THIS AGREEMENT, EVEN IF CORRISOFT HAS KNOWLEDGE OF THIS POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE.
   5.5 IN NO EVENT DOES CORRISOFT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENT(S) THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM. AGENCY AGREES TO INDEMNIFY CORRISOFT FROM ANY THIRD PARTY CLAIMS FOR ANY SUCH ACTS OF CLIENT(S). AS USED IN THIS AGREEMENT, THE TERM "LIABILITY" INCLUDES BUT IS NOT LIMITED TO LEGAL FEES AND EXPENSES, PENALTIES AND INTEREST.
   5.6 Agency agrees to indemnify and hold Corrisoft and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's participation in the AIR Program, or the Agency's use, modification, or operation of the Licensing Software.
   5.7 This section shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

6. **OWNERSHIP—CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS**

6.1 Intellectual Property shall include, but is not limited to, the following: patents; copyrights, including derivative works; trademarks, both common law and registered; trade secrets; system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation.

6.2 Corrisoft shall retain all ownership interests in all Intellectual Property of Corrisoft, including but not limited to Intellectual Property related to the AIR Service. All rights owned by Corrisoft that are not granted by this Agreement, including without limitation the right to derivative works, are reserved to Corrisoft. The System, Licensed Software, Documentation, and any and all copies thereof, whether in whole or in part, whether made by Corrisoft or anyone else, and all rights, powers, and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of Corrisoft. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the System, Licensed Software, Documentation and/or rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of Corrisoft's rights to the Licensed Software. Agency understands, acknowledges, and agrees that the System and Licensed Software are Corrisoft's Intellectual Property. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the System, Licensed Software, Documentation or any Intellectual Property of Corrisoft. Corrisoft will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. Agency agrees to maintain its password as private and Confidential Information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the Licensed Software, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Licensed Software or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the System, Licensed Software, Documentation, or Intellectual Property hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restriction of this Agreement. Agency agrees to notify Corrisoft immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Licensed Software or any part thereof by any person or entity. Corrisoft is not under any circumstances responsible for breaches in security resulting from third party access to Agency's password.

6.3 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sub-licensees to alter, maintain, enhance, or otherwise modify any part of the AIR Service, other than strictly to input, access, and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble, or do any other operation or analysis with the Service or the System or associated software, hardware, and technology that would reveal any of Corrisoft's Intellectual Property, confidential information, or technology.

6.4 Agency shall take all reasonable actions to cause its employees, agents, and subcontractors, if any, to not, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligation under this Agreement, any Intellectual Property or confidential information which Agency or such person has acquired or may acquire, whether technical or non-technical, relating to the business affairs of Corrisoft, including without limitation the AIR Service and related documentation.

7. **FORCE MAJEURE**

Corrisoft shall not be liable for any delay in the performance or nonperformance which is due to causes beyond Corrisoft's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, failure of third-parties to provide goods or services, failure of any telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond the reasonable control of Corrisoft.

8. **INSURANCE**

Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than $1,000,000 per occurance. Upon request, the parties hereto shall furnish the other with a certificate of insurance or other evidence that required insurance is in effect.

9. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia . In the event that a dispute arises with respect to any of the provisions contained herein or any other matter affecting the relationship between Corrisoft and Agency, the dispute shall be resolved by arbitration in Lexington, Kentucky in accordance with the rules of procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

10. **GENERAL**

10.1 This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party.

10.2 Any provision of this Agreement that is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency which is in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Corrisoft and will not apply to this Agreement.

10.3 This Agreement may be executed in any number of separate counterparts, by the different parties hereto on, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

10.4 Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.

10.5 Agency shall not assign, sublicense, or otherwise transfer or assign this Agreement or any of its rights under this Agreement without prior written consent of Corrisoft. Corrisoft may assign this Agreement without the consent of Agency.

11. **ENTIRE AGREEMENT**

The entire agreement between parties with respect to the subject matter hereof is contained in this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

12. **ASSIGNMENT/SUBCONTRACTING**

Corrisoft shall have the right to subcontract any and all services set forth under this Agreement, so long as Corrisoft remains primarily responsible hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

CORRISOFT, LLC

By: _____

Printed Name: Bill Johnson

Printed Title: President & CEO

Date: December 4, 2015

Fauquier County Sheriff

By: Susan R. Nunnally

Printed Name: Susan R. Nunnally

Printed Title: Procurement Manager

Date: 11/19/2015

EXHIBIT A

PRICING

Agency responsibilities include but are not limited to: participant enrollment and Participant consent(s), Profile page set-up, installation and instruction on device operations, entering initial and ongoing participant GPS location/compliance terms, field support (device swaps & recovery), monitoring offenders for compliance through monitoring software and system generated alerts, un-enrollment, and entering of scheduled events (court dates, drug testing, etc.).

AIR® Component Charges

Pursuant to Section 5 of the Agreement, the costs of the Agency for the lease and services rendered by Corrisoft are as follows:

EQUIPMENT AND HARDWARE DEVICE RATES (per day rates are for active devices assigned to participants and do not include Corrisoft support services.)

$4.80 per day per System 5000 GPS tracking device – GSA 3 Year Pricing

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$4.00 per day for MEM's alcohol monitoring device

SERVICES (per day rates are for active devices assigned to participants)

~~$1.00 per day per device for Protocol Management(MSI)~~

~~Protocol Management – Corrisoft AIR Service Agent (ASA) will contact participants regarding alerts and perform preliminary screening by asking predefined investigative questions. The ASA will note information gathered from the participant and escalate notifications per Agencies guidelines.~~

$1.00 per day per active participant on OTTER™

(Offender Tracking Transport Emergency Response) is an AUTOMATED emergency alert notification system that adds important value to electronic monitoring sensors. With OTTER™, sensors will initiate precisely selected messages, based on the specific alert protocol that is broken by the offender/client. Notifications can be sent to cell phones, land phones, pagers, email accounts and/or fax machines. Typical notification recipients are parole officers, law enforcement dispatch officers and court administrators. It is the responsibility of the Customer to review all contact information for notification recipients on a regular basis to make sure that it is up to date and complete.

EQUIPMENT LOSS AND DAMAGE REPLACEMENT COSTS-GSA

Agency will be responsible for all costs associated with lost, stolen, or damaged AIR Devices. Replacement costs for AIR units will be as follows:

System 5000 Full System $1,335.26; System 5000 PTU $760.96; System 5000 Transmitter $172.23; System 5000 Base $287.09;
MEMs 399

SHELF

Agency will use its best efforts to keep unused inventory in its possession to less than 10% for System 5000 or BLUtag of their active daily assignment. Agency will be charged for shelf units at the full daily rate as noted above per device if the inventory level exceeds 10% for System 5000 or BLUtag. Agency will be allowed one 5000 unit and 2 MEMS unit's at no cost. Shelf is calculated on a monthly basis and by device type.

FREIGHT

Corrisoft will pay for ground shipping costs for devices to and from the Agency. Agency will be responsible for expedited freight charges if requested.

CONSUMABLES

Corrisoft will provide straps and clips for the AIR Connect, Sys5000, and BluTag devices at no charge. In the event that above normal consumption of these consumables is recognized by Corrisoft, additional training and or fees may be required from Agency. Additional consumables may be billed and or can be purchased at any time for $10 per strap set.

TRAINING

Corrisoft will provide initial user training on site at a location provided by the Agency with up to eight (8) hours over no more than two (2) days. Additional training maybe delivered through remote or additional onsite training. Corrisoft reserves the right to charge Agency for additional onsite training if requested at a rate of $1500 per day plus all travel expenses (meals, travel, hotel, etc.).

INSURANCE:

Corrisoft acknowledges that placement of our devices with offenders and agents entails risk of loss of such units. In order to fairly share the risk of such loss with the Agency, Corrisoft hereby agrees to cover the potential loss as follows:

- ~~50% Insurance Costs: $0.50 per unit per day in Agency's possession.~~
- 100% Insurance Costs: $1.00 per unit per day in Agency's possession.
  - Terms of Coverage: Corrisoft agrees to replace up to defined coverage of Monitoring Units, which Corrisoft has leased to the Agency during the term of the service agreement, at the full cost of such replacement Units, as listed under Equipment Loss and Damage (see above) in the event such Units are lost, stolen or destroyed and such loss is not caused by Agency (collectively "Lost Units").
    - Lost Units will be calculated based on a Unit Year, which shall mean the monthly rolling average of all inventoried Units leased (specific to product model) over a twelve month period preceding the end of the calendar year or the date of receipt by Corrisoft of the claim of loss ("Claim Receipt Date").
    - If Units have been in Agency's possession for less than 12 months, Units Year shall mean the length of time from the date of delivery of such Units to the Claim Receipt Date.
  - Initiation of Coverage: Receipt of initial payment per covered Unit.
  - Termination of Coverage: Non-payment at due date, per Unit.
  - Reservation of Rights: Corrisoft reserves the right to modify the terms of this Corrisoft Insurance coverage at any time, upon 30 days written notice to Agency. Agency reserves the right to cancel optional insurance coverage at any time, upon 30 days written notice to Corrisoft.
  - Agency must have a minimum of 25 devices specific to product model in inventory to be eligible for insurance – Minimum Waived for Fauquier County.

Additional Notes:

- Corrisoft will offer Agency current products and upgrade equipment as new products and models are released.
- Pricing is only valid for 15 days from initial receipt of Agreement.
- Agency may request additional devices and services. Corrisoft will make a best effort to implement additional services within 2 weeks of approved Addendum.

U.S. General Services Administration

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:
http://www.gsaadvantage.gov

General Services Administration Federal Supply Service
Total Solutions for Law Enforcement, Security, Facility Management Systems,
Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response; Schedule 84

CONTRACT NUMBER:
GS-07F-6020R

PERIOD COVERED BY CONTRACT:
September 1, 2005 through August 31, 2020

CORRISOFT, LLC
1713 JAGGIE FOX WY
LEXINGTON, KY 40511-2812
Phone: 859.685.0445
Fax: 859.685.0431
www.corrisoft.com

General Services Administration Management Services Center
Acquisition Division
Modification #PO-0023 dated June 10, 2015

Business Size: SMALL
DUNS: 03-446-0192

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at
http://www.fss.gsa.gov.

CORRISOFT, LLC
GSA AWARDED TERMS AND CONDITIONS

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SEE ATTACHMENT A: CORRISOFT LLC'S AWARDED GSA PRICING:

SIN 426-4S: SURVEILLANCE SYSTEMS

SIN 426-4D: ALCOHOL DETECTION KITS AND DEVICES

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SIN 426-4S: Active GPS Person Tracking Unit – System 6000, $5.70

SIN 426-4D: MEMS 3000, $4.79

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

See Attachment A: Corrisoft's Awarded GSA Price List

2. Maximum order:

SIN'S 426-4S, 426-4D: $200,000

3. Minimum order:

$100

4. Geographic coverage (delivery area):

Domestic 50 states, Washington DC, Puerto Rico, U.S. territories and to a CONUS port or consolidation point for orders received from overseas activities.

5. Point(s) of production (city, county, and State or foreign country).

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6. Discount from list prices or statement of net price.

5% off IST corporate commercial price list, dated May1, 2009. Discounts to Daily Lease Pricing are available with execution of Extended Term Customer Agreement (greater than 12 months). Execution of a 2-year agreement will result in a 10% discount to the Daily Lease Rates. Execution of a 3-year agreement will result in a 20% discount to the Daily Lease Rate. In the event an extended term agreement is terminated by the customer for convenience prior to the end date, the customer agrees that their prior invoices will be revised in accordance with the experienced contract term and the customer will be required to remit payment of the difference. For calculation of the GSA Schedule

pricelist (price paid by customers ordering from the GSA Schedule, and the price to be loaded into GSA *Advantage*), the contractor should deducts the basic discount from the suggested retail price and add the prevailing IFF rate to the negotiated discount price (net GSA price). Currently the IFF rate is 0.75%.

7. Quantity discounts.

Quantity Discounts available at levels of greater than 25 daily leased units.

8. Prompt payment terms.

Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold.

YES

9b. Government purchase cards are accepted above the micro-purchase threshold.

YES

10. Foreign items (list items by country of origin).

NONE

11a. Time of delivery. (Contractor insert number of days.)

ALL SIN'S: 60 DAYS ARO

11b. Expedited delivery negotiated between Contractor and Ordering Agency

Unless otherwise arranged with Ordering Agency, Contractor will ship all Products via ground shipping service of a carrier of Contractor's choice, at Contractor's cost. Overnight or second day delivery shipping may be arranged at Ordering Agency's cost. Contractor will insure its shipments at its cost. Return Shipment of Products shall be at Ordering Agency's cost.

11c. Overnight and 2-day delivery is negotiated between Contractor and Ordering Agency
Consult contract

11d. Urgent requirements is negotiated between Contractor and Ordering Agency

Consult contract

12. F.O.B. point(s).

Origin, prepaid and allowed.

13a. Ordering address(es).

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Lexington, KY 40511-2512

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. Payment address(es).

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Lexington, KY 40511-2512

15. Warranty provision.

STANDARD COMMERCIAL WARRANTY

16. Export packing charges, if applicable.

NOT APPLICABLE

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).

None

18. Terms and conditions of rental, maintenance, and repair (if applicable).

SEE ATTACHMENT B: TERMS AND CONDITIONS APPLICABLE TO LEASING AND RENTALS

19. Terms and conditions of installation (if applicable).

NOT APPLICABLE

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

NOT APPLICABLE

20a. Terms and conditions for any other services (if applicable)

NOT APPLICABLE

21. List of service and distribution points (if applicable).

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Lexington, KY 40511-2512

22. List of participating dealers (if applicable).

None

23. Preventive maintenance (if applicable).

NOT APPLICABLE

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

NOT APPLICABLE

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

NOT APPLICABLE

25. Data Universal Number System (DUNS) number.

03-446-0192

26. Notification regarding registration in SAM.

Cortisoft LLC is currently registered in SAM.

ATTACHMENT A
CORRISOFT'S AWARDED GSA PRICELIST

SIN	PRODUCT DESCRIPTION		GSA Price	GSA Price	GSA Price
	tracNET24 Electronic Monitoring System				

Rental Fees Include: Equipment, Internet Access to tracNET24 Application with full supervisory officer, program administrator functionality, secure tracNET24 login, Solutions Center and Account Management support. Monthly discounts to Daily Lease Pricing is available with execution of Extended Term Customer Agreement (greater than 12 months). Execution of a 2-year agreement will result in a 10% discount to the Daily Lease Rates. Execution of a 3-year agreement will result in a 20% discount to the Daily Lease Rate. In the event an extended term agreement is terminated by the customer for convenience prior to the end date, the customer agrees that their prior invoices will be revised in accordance with the experienced contract term and the customer will be required to remit payment of the difference.

	Active GPS Personal Tracking Unit - System 3000				
	DAILY LEASES		1-year agreement	2-year agreement	3-year agreement
426 4S	Daily Lease - Quantity 1-25		$5.70	$5.40	$4.80
426 4S	Daily Lease - Quantity 26-500		$5.55	$5.26	$4.68
426 4S	Daily Lease - Quantity 501-1000		$5.26	$4.99	$4.43
426 4S	Daily Lease - Quantity 1000 and more		$4.98	$4.72	$4.19
	tracNET24 Visual Breath Alcohol HomeStation				
	MEMS 3000 - Fixed Daily Lease*				

* Pricing is daily lease price for product whether or not the product has been activated. Rental Fees include: Equipment, Internet Access to tracNET24 Applicaton with full supervisory officer, program administrator functionality, secure tracNET24 login, Solutions Center and Account Management supp011. Discounts to Daily Lease Pricing are available with execution of Extended Term Customer Agreement (greater than 12 months). Execution of a 2-year agreement will result in a 10% discount to the Daily Lease Rates. Execution of a 3-year agreement will result a 20% discount to the Daily Lease Rate. In the event an extended term Agreement is terminated by the customer for convenience prior to the end date, the c ustomer agrees that their prior invoices will be revised in accordance wit the experience contract term and the customer will be required to remit payment of the difference.

	DAILY LEASES		1-year agreement	2-year agreement	3-year agreement
426 4D	Daily Lease - Quantity 1-25		$5.02	$4.76	$4.23
426 4D	Daily Lease - Quantity 26-500		$4.79	$4.53	$4.03
Minimum Billings:	The terms of this agreement require a minimum daily billing to the agency. During those time when the agency is not in possession of any Corrisoft equipment the $55.00 minimum will not apply.	Minimum Billing $55.00/Day			
Replacement Straps	Four (4) Strap replacements per unit per year.	No Charge			

SIN	PRODUCT DESCRIPTION		GSA Price	GSA Price	GSA Price
Automated Monitoring with Remote Internet access	Included in the rental fees listed above. - Internet access to the Application (tracNET24) with full supervising officer, program administrator functionality, - Secure tracNET24 login with multiple security levels - Electronic activation and deactivation - GPS tracking/mapping for each activated PTU - Up to 20 Inclusion/Exclusion Zones per participant - Add, change or delete participants Zones throughout period of supervision - Reporting 2150: Next Day 2250/System 500: Near real-time Immediate notification of specified violations 2150; wile PTU is docked 2250/System 5000; full time - File transfer via FTP to agency designated computer system for archival of participants/tracking data and events.	Included			
PTU Activation/Deactivation	Electronic Activation and Deactivation of PTU's with tracNET24 for Automated Monitoring	No Charge			
Offender Locates (Select models only)		No Charge			
Non-Internet enabled Faxed Notices	Alert Notification via facsimile transmission to non-Internet enabled devices, each fax:	No Charge			
	Replacement Costs - System 5000, Visual Breath Alcohol, Mobile Monitoring Device and House Arrest Unit				
	Replacement Costs	*GSA Price*			
426 4S	*System 5000 - Full System*	*$1,335.26*			
426 4S	*System 5000 - PTU Only*	*$760.96*			
	Transmitters				
426 4S	*Transmitter: System 5000*	*$172.23*			
426 4S	*Strap*	*$9.57*			
	Miscellaneous				
426 4S	*Charger Base: System 5000*	*$334.95*			
426 4S	*Charger Base:*	*$287.09*			
426 4S	*Power Supply with Cord*	*$19.09*			
426 4S	*PTU Pouch*	*$6.12*			
426 4S	*Reset Device*	*$71.74*			
426 4S	*Line Indicator*	*$18.65*			

ATTACHMENT B

TERMS AND CONDITIONS APPLICABLE TO SYSTEMS LEASING AND RENTAL

Agreement is for leasing, lease with option to buy or rental only. The Government will not acquire title to any leased or rented product during the lease/rental term. The product will be leased for the life of the leasing arrangement as specified in the delivery order. The initial term of the leasing agreement is from the date of acceptance of the product through September 30 of the fiscal year in which the order is placed, unless the ordering office has funding which exceeds a Government fiscal year. Leases executed shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Renewal of a lease will be subject to availability of funding. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed. If the Government exercises its option to renew the leasing order, as renewed, it shall include an option to renew (1) until the expiration of the leasing agreement, or, (2) the product is purchased by the agency. The following terms apply to leasing:

Base Value: Prior to the placement of an order under this attachment, the Government ordering office and the contractor must agree on a "base value" for the product to be leased/rented. For Lease to Ownership, the base value will be the contract purchase price (less any discounts). This will include the schedule price plus any agreed upon amounts under Ancillary Services, Introduction of New Services/Products (INSP), or Installation/Site Preparation. For Lease With Option to Purchase, the base value will be the agreed upon purchase price, less a mutually agreed upon residual value for the products.

Residual Value: Prior to the placement of an order under this attachment, the Government ordering office and the contractor must agree on the residual value. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price. Residual value is not used in lease to ownership (Capital Lease) calculations.

Lease Rate: The Government contemplates negotiation of the lease rate using a defined spread over a risk free rate (such as a T-Note or T-Bill). Other methods may be proposed by the offeror and will be considered if advantageous to the Government. The lease rate will be negotiated between the contractor and the Government prior to the award of this Special Item Number.

The ordering agency will determine the amount of lease payments by utilizing the aforementioned variables via a programmed business calculator or by using the "rate" functions provided in commercial computer spreadsheets (e.g.. Excel, Quattro, or Lotus 1-2-3).

A product leased under this agreement may be terminated at any time during the fiscal year. During the lease term, the product shall remain the property of the Contractor. The Government shall have no right or interest in the product, except as provided in the leasing agreement, and shall hold the leased/rented product subject and subordinate to the rights of the Contractor.

Options available under this attachment are: Lease to Ownership (Capital), Lease with Option to Purchase (Operating), and Rental (Short-Term Lease). Other lease options may be proposed and accepted if determined in the best interests of the Government.

The Government reserves the right to consider any additional leasing methodology utilized by the commercial marketplace. Such methodology may be accepted if it is determined to be in the best interest of the Government.

CHECK HERE THE TYPE OF LEASING/RENTALS BEING OFFERED:

LEASE TO OWNERSHIP(CAPITAL) ___
LEASE WITH OPTION TO PURCHASE(OPERATING) ___
RENTAL(SHORT-TERM LEASE) X

1. **STATEMENT**

a. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Equipment Lease or Purchase, and the guidelines provided in Federal Property Management Regulations (FPMR) 101-25.5 Guidelines for Making Purchase or Lease Determinations, in determining whether products should be acquired by purchase or lease.

b. All products offered for lease shall be new and unused unless otherwise agreed upon by the ordering office. Only products accepted under the purchased Special Item Numbers can be provided under the leasing program.

2. **LEASING/RENTAL OPTIONS**

The Government will consider proposals for leasing/rental options, which the Contractor believes, will have application in the Government. Only those vendor proposed options which are considered to represent good value would be accepted. The following options are suggested:

a. Lease to Ownership (Capital Lease)

b. Lease with Option to Purchase (Operating Lease)

c. Rental (Short-Term Lease) – rental for daily (8 hours), weekly (40 hours), and monthly (160 hours) terms

Other types of leasing options may be considered if determined in the best interest of the Government.

3. **ORDERS AND PERIODS OF LEASING ARRANGEMENTS**

a. Orders placing products under a leasing arrangement must specify the applicable leasing option under which the products are being leased.

b. Annual Funding. When annually appropriated funds are cited on an order for lease/rental, the following applies:

(1) Unless the ordering agency has funding which exceeds a Government fiscal year, the initial term of the leasing agreement is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed. Any lease or rental executed by the Government shall be on the basis that the known requirements exceed the initial leasing term of twelve (12) months, or the remainder of the fiscal year. Due to funding constraints, however, the Government cannot normally commit to a longer term at the commencement of the lease/rental. All orders for leasing or rental shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease/rental, whichever is earlier, unless the Government exercises its rights here under to acquire title to the product prior to the planned expiration date. Orders under the lease/rental shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the Government to a renewal.

(2) All orders for leasing automatically terminate on September 30 of the contract term unless the Government exercises its option to renew by written notice. The Government has the option to renew each year at the original lease monthly charge in effect at the time the leasing order is placed, until the completion of the leasing agreement. If the Government exercises its option to renew, the leasing order, as renewed, shall include an option to renew until the expiration of the leasing agreement.

(3) Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of leasing orders as to the Government's intent to renew. Such notice to renew shall not bind the Government.

c. Cross-year Funding within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order for leasing under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

d. In recognition of the types of products on Schedule 084 "Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Special Purpose Clothing, Marine Craft and Emergency/Disaster Response" and the potential adverse impact to the Government's mission, the Government's quiet and peaceful possession and unrestricted use of the products shall not be disturbed, so long as the Government is not in default. Any assignment, sale, bankruptcy, or other transfer of the leased products by the Contractor will not relieve the Contractor of its obligations to the Government, and will not change the Government's duties or increase the burdens or risks imposed on the Government.

e. GSAM 552.232-23 Assignment of Claims is incorporated herein by reference.

4. **INSTALLATION**

Services under Special Item Numbers (SIN) for Ancillary Services or Installation and Site Preparation are inclusive of the product and therefore may be included in the base value for determination of the lease/rental payment.

5. **MAINTENANCE**

Maintenance is not included in the charge for leasing although the Government may obtain maintenance services from the Contractor or other sources.

If maintenance is ordered from the contractor who provides the lease, the ordering agency shall award maintenance as a separate and severable line item.

6. **MONTHLY PAYMENTS**

Prior to the placement of an order under this Attachment, the Government ordering office and the Contractor must agree on a "base value" for the products to be leased or rented. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

a) To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value.

For Example: Lease factor one (1) percent over the rate for the three year (or other term) Treasury Bill (T-Bill) at the most current U.S. Treasury auction. The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel)

(b) For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering agency and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.a. above.

(c) The purchase option price will be the fair market value of the product. The fair market value will not exceed the Base Value principal not paid, plus the residual value, plus the Financial Cost for the Residual Value. (Reference the Title Acquisition Explanation below)

(d) Rental (short-term lease) payments shall be priced up front in the basic contract. Rental prices offered shall be based upon the vendor's normal commercial business practices.

In the event the Government desires, at any time, to acquire title to products leased hereunder, the Government may make a one-time lump sum payment. Upon request by the Government, the Contractor will provide a quotation of the lump sum payment amount, in accordance with the following Title Acquisition Explanation; such quotation shall be effective only if the order is received by the Contractor during the month of the applicable quotation.

7. **TITLE ACQUISITION EXPLANATION**

The buyout cost to take ownership of a leased or rented product is the present value of the payments remaining, calculated from the date of ownership transfer to end of term, plus the present value of the residual value. The interest rate for calculating the present value will be the same rate used as the basis of the rent agreement. This may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

8. **ADDITIONAL PAYMENT TERMS**

The contractor shall be paid in accordance with the procedures of the Prompt Payment Act, Public Law 97-177 (96 Stat 85 31 USC 1801), which requires the submission of proper invoices. Any credits due to the government may be applied against the contractor's invoice with the appropriate information attached. Payment for less than one month shall be prorated at 1/30th of the monthly rate for each calendar day.

Payment under this leasing provision shall be due on the 30th calendar day after the date of receipt of a proper invoice in the government office designated to receive invoices. Date of receipt shall be the last day of the month in which the invoice is received.

9. **LEASE END/DISCONTINUANCE OPTIONS**

Upon written notice, at least thirty (30) days prior to expiration of the lease/rental term, and provided the Government is not in default, the Government may:

a. Exercise the purchase option set forth in the lease (6.c above);

b. Exercise the option to extend the lease term (6 b above);

c. Allow the Contractor to resume possession of the product or return the product to the Contractor after expiration of the lease term, pursuant to the instructions in paragraph 18.

10. **REASSIGNMENT OF LEASES AND OPTIONS**

If a government activity enters into any lease/rental agreement, such agreement may be reassigned to another government activity. The assignee shall succeed to all rights vested with government, including buyout or purchase option. The lease/rental program is not intended to cover the cost of any movement of reconfiguration required as a result of a reassignment of lease/rental agreements. Any cost for movement or reconfiguration occasioned by reassignment shall be negotiated on a case-by-case basis between the ordering agency and the contractor, outside the scope of this contract.

11. **UPGRADES AND ADDITIONS**

a. The Government may affix or install any accessory, addition, upgrade, structure or device on the products provided that such items:

(1) can be removed without causing material damage to the products;

(2) do not reduce the value of the products; and

(3) are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.

b. Any other additions may not be installed without the Contractor's prior written consent.

c. At the end of the lease/rental term, the Government shall remove any additions which:

(1) were not leased from the Contractor, and

(2) are readily removable without causing material damage or impairment of the intended function, use, or value of the products, and restore the products to their original configuration.

d. Any Additions, which are not so removable, will become the Contractor's property (lien free).

12. **RISK OF LOSS OR DAMAGE**

The Government is relieved from all risk of loss or damage to the products during periods of transportation, installation, and during the entire time the products are in possession of the Government, except when loss or damage is due to the fault or negligence of the Government or the Assignee. The Government shall assume risk of loss or damage to the products during relocation unless the Contractor shall undertake such relocation.

13. **LIABILITY AND INSURANCE**

The contractor is required to provide all bonds and insurance.

14. **WARRANTY**

The contractor is required to meet all warranty and guarantee clauses.

15. **TITLE DURING LEASE/RENTAL**

Products shall remain the property of the Contractor during the lease/rental term. The Government shall have no right or interest in the products except as provided in this leasing agreement and shall hold the products subject and subordinate to the rights of the Contractor.

Assignment of title by the contractor for any leased products will not relieve the contractor of any responsibility of the contract.

16. **TITLE TRANSFER UNDER LEASE WITH OPTION TO PURCHASE (OPERATING LEASE)**

Upon completion of the designated lease term, the contractor shall assign title of the product to the Government.

17. **TAXES**

The Contractor is responsible for all state and local taxes.

18. **DISCONTINUANCE AND TERMINATION**

Notwithstanding the provisions of 3.b (1) and (2), products leased under this agreement may be terminated at any time during a fiscal year in accordance with FAR 52.212-4, paragraph (l) Termination for the Government's convenience.

19. **RETURN OF PRODUCTS UPON EXPIRATION OF THE LEASE TERM**

Within thirty (30) days after the date of expiration or termination of leasing agreement, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with the Contractor's specifications. Government shall return the product to the Contractor at the Contractor's facility nearest to the Government location, in the same condition as when delivered, ordinary wear and tear excepted.

Upon request by the Government and at the Government's expense, the Contractor shall assist in the packing of products so terminated or discontinued. Such services, if required, are outside the scope of the contract.