

## STATE OF NEVADA STATEWIDE CONTRACT

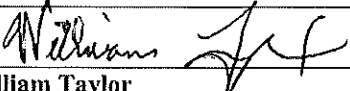
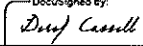
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|--------------------------|-------------------------------|
| Master Agreement Number: | 99SWC-NV26-29623              |
| Solicitation Number:     | 99SWC-S3474                   |
| Title:                   | Electronic Monitoring (NASPO) |

|                       |                                                                                |       |                                                                  |
|-----------------------|--------------------------------------------------------------------------------|-------|------------------------------------------------------------------|
| Government Entity     | Nevada State Purchasing of the Department of Administration (State Purchasing) |       |                                                                  |
| Address               | 515 E Musser St, Ste 300                                                       |       |                                                                  |
| City, State, Zip Code | Carson City, NV 89701                                                          |       |                                                                  |
| Contact               | Chuy Ampudia, Purchasing Officer II                                            |       |                                                                  |
| Phone                 | 775-531-3305                                                                   | Email | <a href="mailto:campudia@admin.nv.gov">campudia@admin.nv.gov</a> |

|                       |                           |       |                                                                              |
|-----------------------|---------------------------|-------|------------------------------------------------------------------------------|
| Contractor            | Track Group, Inc.         |       |                                                                              |
| Address               | 200 E. 5th Ave, Suite 100 |       |                                                                              |
| City, State, Zip Code | Naperville, IL 60563      |       |                                                                              |
| Contact               | Matthew Swando            |       |                                                                              |
| Phone                 | 720-883-7424              | Email | <a href="mailto:Matthew.swando@trackgrp.com">Matthew.swando@trackgrp.com</a> |

1. **SCOPE.** This purpose of this contract is to provide Electronic Monitoring. Awarded are the categories listed below.  
Category 1- GPS Category; Category 3- Alcohol Monitoring; Category 4- Value-Add Services
- 1.1. Contractor agrees to comply with all requirements, specifications, terms, and conditions set forth herein
2. **TERM.** This Master Agreement is effective as of the date of the last signature below or June 1, 2026, whichever is later, and will terminate on May 31, 2028, unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to four years following the initial term may be exercised upon mutual agreement by the Parties.
3. **ATTACHMENTS**
  - 3.1. The following documents are incorporated in descending order of constructive precedence.
    - A. NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS
    - B. SCOPE OF WORK
    - C. PRICING
  - 3.2. The following documents are incorporated by reference but not attached.
    - A. RFP SOLICITATION AND AMENDMENTS, incorporated by reference but not attached
    - B. VENDOR RESPONSE, incorporated by not attached
    - C. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
4. **AUTHORITY.** Each person signing represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery and the performance of each party's obligations hereunder have been duly authorized, and this is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 2 above.

|                                                                                                |                                                                                                  |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Government Entity: State of Nevada                                                             | Contractor: Track Group, Inc.                                                                    |
| Signature:  | Signature:  |
| Name: William Taylor                                                                           | Name: Derek Cassell                                                                              |
| Title: Administrator                                                                           | Title: CEO                                                                                       |
| Date: 06.15.2026                                                                               | Date: 6/15/2026                                                                                  |

**Master Agreement 99SWC-NV26-29623**

**Electronic Monitoring**

Between the **State of Nevada and Track Group, Inc.**

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**Master Agreement Number 99SWC-NV26-29623**  
**for**  
**ELECTRONIC MONITORING**  
**between**  
**the State of Nevada**  
**and**  
**Track Group, Inc.**

**Attachment A: Master Agreement Terms and Conditions**

**I. Definitions**

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

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- 1.8 Order** means any purchase order, sales order, contract, scope of work, or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an Order against the Master Agreement and becomes financially committed to the purchase.
- 1.14 Solicitation** means the solicitation resulting in this Master Agreement.

**II. Term of Master Agreement**

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for four additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if

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in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

**III. Order of Precedence**

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum;
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** An Order issued against the applicable Participating Addendum;
  - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

**IV. Participants and Scope**

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to

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Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the Order.

- 4.3 Scope of Work Updates.** At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Participating Entities.**

**4.6.1** If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

- 4.6.1.1** Political subdivisions, public agencies, and service districts;
- 4.6.1.2** Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;
- 4.6.1.3** Federally recognized tribes;
- 4.6.1.4** Quasi-governmental entities; and
- 4.6.1.5** Eligible non-profit organizations.

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- 4.6.2** Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum. If Contractor becomes aware that an entity's use of a Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the Solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

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**V. NASPO ValuePoint Provisions**

**5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

**5.2 Administrative Fees**

**5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of two-fifths of one percent (0.4% or 0.004) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping) invoiced during the preceding quarter. The NASPO ValuePoint Administrative Fee is not negotiable and shall be included as part of all pricing incorporated now and hereafter into this Master Agreement.

**5.2.2 Compliance Incentive.** For each quarter that Contractor is fully compliant with the requirements described in Sections 5.3.2 and 5.3.3, the NASPO ValuePoint Administrative Fee owed by Contractor under Section 5.2.1 shall be reduced to one-third of one percent (0.33% or 0.0033) of Contractor's invoiced sales for that quarter.

**5.2.2.1 Determination of Compliance.** NASPO shall have the sole discretion to determine whether Contractor's submissions are compliant with the reporting requirements of Sections 5.3.2 and 5.3.3. Within thirty (30) days of the applicable reporting deadline, NASPO shall notify Contractor of any submission deemed noncompliant. Absent such notice, NASPO shall apply a credit to the NASPO ValuePoint Administrative Fee as described in Section 5.2.2.2. If Contractor's good-faith submission is deemed noncompliant, Contractor may still qualify for the incentive if Contractor engages with NASPO to bring its submission within ten (10) business days of notification of non-compliance. NASPO reserves the right to modify any determination of compliance based on subsequently obtained information.

**5.2.2.2 Application of Incentive.** The incentive identified in 5.2.2 will be applied as a credit towards the NASPO ValuePoint Administrative Fee due to NASPO in the quarter immediately following the determination of compliance. Any incentive credit due to Contractor in excess of a payment due shall be applied towards the

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NASPO ValuePoint Administrative Fee due to NASPO in the following quarter. Any incentive credit due to Contractor after expiration of this Master Agreement, where Contractor holds no Master Agreement resulting from a re-solicitation of this Portfolio, shall be remitted by NASPO to Contractor as a one-time payment.

**5.2.3 Interest on Late Payment.** If the Contractor does not pay the NASPO ValuePoint Administrative Fee within sixty (60) days following the end of each calendar quarter as required by Section 5.2.1, then Contractor shall accrue interest on the unpaid amounts at the rate of 1% per month.

**5.2.4 Administrative Fee Updates.** NASPO ValuePoint reserves the right to update the NASPO ValuePoint Administrative Fee. If the NASPO ValuePoint Administrative Fee is updated, any renewals exercised shall be contingent upon Contractor's acceptance of the updated NASPO ValuePoint Administrative Fee.

**5.2.5 Participating Entity Fees.** A Participating Entity may also require payment of an additional administrative fee by Contractors to the Participating Entity based on sales to Purchasing Entities within the Participating Entity's jurisdiction. The rate or amount, payment method, payment schedule, and reporting requirements for such fees shall be incorporated into the Participating Entity's Participating Addendum. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Addendum by an amount not to exceed the Participating Entity's fee. Any such adjustment shall be clearly identified in the Participating Addendum and will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the Participating Entity's jurisdiction.

**5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

**5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in

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writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, completely and accurately report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, completely and accurately report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint and shall include all required fields. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-

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digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

**5.3.6 Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

**5.3.7 Corrections Required.** If it is determined that Contractor's sales reporting is inaccurate for any reason, Contractor is required to correctly report its sales data within thirty (30) days of discovery of the reporting error. If the reporting error caused underpayment of the NASPO ValuePoint Administrative Fee identified in Section 5.2.1, then the Contractor shall incur interest on the unpaid amounts at the rate of 1% per month. Such interest shall accrue from sixty (60) days following the end of the calendar quarter in which the sale was made, the date the payment would have originally been due had correct reporting been received.

**5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

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**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

**5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

**5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

**5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 NASPO ValuePoint eMarketPlace**

**5.5.1** The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service,

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or solution by that entity through a NASPO ValuePoint Master Agreement.

- 5.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 5.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.
- 5.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.
- 5.5.6** Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 5.5.7** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 5.5.8** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

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- 5.5.9** NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.10** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 5.5.11** Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.
- 5.5.11.1** Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.
- 5.5.11.2** Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.
- 5.5.11.3** NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.
- 5.5.11.3.1** Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

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**5.5.11.3.2 Punchout Site.** By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

**5.5.11.3.3 eQuoting.** NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

**5.5.12 Hosted catalogs and punchout sites** will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

- 5.5.12.1** The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;
- 5.5.12.2** A Lead State contract identification number for this Master Agreement;
- 5.5.12.3** Detailed product line item descriptions;
- 5.5.12.4** Pictures illustrating products, services, or solutions where practicable; and
- 5.5.12.5** Any additional NASPO, Lead State, or Participating Addendum requirements.

**5.6 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than **[two years]** after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any

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right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.7 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.8 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

**VI. Pricing, Payment & Leasing**

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
  - 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
  - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.
  - 6.1.3** Requests for a price or rate adjustment, including but not limited to those based on changes in market conditions, fuel costs, tariff rates, and labor rates must comply with any Lead State requirements and include sufficient documentation supporting the request and demonstrating the correlation between the requested adjustment and the increase in Contractor's costs. Price or rate adjustments will be limited to the duration of Contractor's corresponding increase in costs or other period of time identified by the Lead State after which additional documentation will be required. Any adjustment to Master Agreement pricing will not be effective unless approved in writing by the Lead State.
  - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days

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following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**VII. Ordering**

- 7.1 Order Numbers.** Master Agreement Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

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- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Notwithstanding any other provision of this Master Agreement, any obligation of a Purchasing Entity to make payment on an Order placed under this Master Agreement is contingent upon the appropriation and availability of funds for such purposes. In the event that sufficient funds are not appropriated or otherwise made available by the Purchasing Entity's legislative or governing body, the Purchasing Entity shall terminate the Order with written notice to Contractor. The Purchasing Entity shall not be liable to Contractor for any penalty or damages as a result of such termination, and Contractor shall be entitled to payment only for those Products and Services delivered and accepted prior to the effective date of termination.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not accept any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
  - 7.6.1** The services or supplies being delivered;
  - 7.6.2** A shipping address and other delivery requirements, if any;
  - 7.6.3** A billing address;
  - 7.6.4** Purchasing Entity contact information;
  - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

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**7.6.6** A not-to-exceed total for the products or services being ordered; and

**7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

**7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

**7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

**VIII. Shipping and Delivery**

**8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Contractor shall be responsible and liable for any loss or damage incurred prior to or during delivery, regardless of when such loss or damage is discovered.

**8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

**8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

**8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each

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shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Order number.

**IX. Inspection and Acceptance**

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, and NASPO ValuePoint, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
  - 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
  - 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
  - 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product

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is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

**9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

**9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

**9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

**9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

**X. Warranty**

**10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

**10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the Solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the Solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

**10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

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**10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

**XI. Product Title**

**11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests, only to the extent Product is purchased by Purchasing Entity. If Product is leased, Purchasing Entity shall have a non-exclusive license to utilize the Product during the initial term, and any extension thereof.

**11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

**XII. Indemnification**

**12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead

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State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Product;

**12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**12.2.1.4** reasonably expected to be used in combination with the Product.

**12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

**12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any

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other document executed in conjunction with this Master Agreement.

**XIII. Insurance**

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** If Contractor uses a vehicle in the performance of this Master Agreement, Contractor shall maintain Commercial Automobile Liability insurance for such vehicle covering bodily injury, property damage liability, and contractual liability, with a limit of not less than \$1 million per occurrence, combined single limit.
- 13.3.3** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions,

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and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

**XIV. General Provisions**

**14.1 Records Administration and Audit**

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), NASPO ValuePoint, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

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**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State and NASPO ValuePoint to review compliance with those obligations.

**14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by

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employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

**14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

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**14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

**14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

**14.3 Assignment/Subcontracts**

**14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

**14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject

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changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by one or more of the following events, if such event's occurrence or continuation is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;

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- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be untrue or materially misleading;
    - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
    - 14.8.1.5** Any default specified in another section of this Master Agreement.
  - 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
  - 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
    - 14.8.3.1** Any remedy provided by law;
    - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
    - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
    - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
    - 14.8.3.5** Suspension of Contractor's performance; and
    - 14.8.3.6** Withholding of payment until the default is remedied.
  - 14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a

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Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

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**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**14.12 Governing Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

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Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof or completion of performance thereunder, whichever is later.

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**ATTACHMENT B – SCOPE OF WORK**

**I. Background and Definitions**

- A.** All tracking systems must adhere to the [National Institute of Justice, Standard Offender Tracking Systems, 1004.00](#). All equipment (new or used) must be properly registered and certified under [the Federal Communication Commission \("FCC"\)](#) rules and regulations, as applicable.

In the event any component of the Contractor's service becomes inoperable, the Contractor must immediately notify the Participating Entity Representative(s) or designees by telephone or most expedient means available, but no later than sixty (60) minutes after service failure.

**B. Definitions:**

**Band/Strap:** Used to fasten or otherwise secure the monitor to the body of the client.

**Base Station:** A fixed transceiver unit installed at a specific location, typically an Client's home, that communicates with a portable monitoring device (e.g., an ankle bracelet) worn by the Client.

**Client:** the individual under the supervision of a correctional agency who is required to wear an electronic monitoring device.

**Global Position Satellite Monitoring (GPS or GPSM):** An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and violation via cellular data and/or voice communication to the Monitoring Center. On a scheduled (active, hybrid or passive) basis, tracking data is communicated to the Monitoring Center who then communicates violations and equipment status alerts via email, text message, and/or manual voice message to the designated Agency contact pursuant to established protocols.

**Passive Tracking:** records an offender's location data throughout the day but does not transmit it in real-time. The device stores movement information, which is uploaded to a monitoring center later—typically daily—via a docking station or cellular signal, providing "after the fact" tracking.

**Priority Communication:** Prioritized alerts during high-traffic or peak periods. Alerts may include, but not limited to, violation of critical conditions, safety threats, equipment tampering, and serious curfew violations.

**Radio Frequency Monitoring (RFM):** Electronic monitoring service is used for home detention. Client wears a body-attached transmitter that communicates by radio frequency with a home receiver. The home receiver transmits data to the Monitoring Center by landline telephone or by cellular communication. Monitoring Center reports curfew violations and equipment status alerts to the designated Agency contact by email, text message, and/or manual voice message pursuant to established protocols.

**Receiver:** Device that collects and transmits data regarding the status of the client and their movement, the health of the receiver and the attempts to cut or tamper with the band/strap.

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The receiver may be either a secondary device or attached to the client via an enhanced cut and tamper resistant band.

**Tamper:** refers to the intentional and unauthorized act of removing, cutting, destroying, altering, damaging, disabling, or otherwise interfering with monitoring equipment.

**Transmitter:** a fixed transceiver unit installed at a specific location, typically an offender's home, that communicates with a portable monitoring device (e.g., an ankle bracelet) worn by the individual.

- C. New Products/Technologies: Master Agreements may be updated in the future by amendment to address product enhancements and advances in technology.

## II. **General Contract Requirements.** (Applies to all categories)

Client damage, neglect, or abuse of an installed Product and/or Service will not be covered by Contractor, and Contractor may bill the Purchasing Entity and/or Client, at a fee schedule negotiated per the Participating Entity's Participating Addendum.

Contractor must provide delivery and service continuity of all Products and Services proposed and awarded under the Master Agreement to all fifty states, as well as the District of Columbia and U.S. territories.

Contractor must comply, at all times, with Federal, State, and local laws, and those regulations required by the Participating Entity.

Contractor must use a digital chain of custody that can be used as reliable evidence in court (secure data collection, digital logs and tracking, tamper-proof storage, digital fingerprint, access control, and system integrations). When requested by a Participating Entity, Contractor must provide a staff member from their company to testify, at no additional cost.

## III. **Information Technology Security Requirements.** (Applies to all categories)

- A. The Contractor must be AICPA SOC 2 compliant covering all five (5) functional areas (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a third-party assessment based on current revision of NIST 800-53 Moderate controls conducted within the last two (2) years, or FedRAMP authorization, or GovRAMP authorization, or equivalent. This is a mandatory requirement of the RFP; Offerors who fail to adequately demonstrate their security standards may be deemed non-responsive. The Contractor must keep all information regarding the Purchasing Entity, Clients, whether obtained from the Purchasing Entity, from Eligible Persons, or through performance of the services under the Master Agreement, confidential and secure and additionally must dispose of all information in a manner that meets or exceeds the AICPA SOC 2 standards.

Upon request, the Contractor must provide the Lead State with the results of a SOC 2 Type II covering all five (5) functional areas (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a third-party assessment based on current revision of NIST 800-53 Moderate controls conducted within the last two (2) years, or FedRAMP authorization, or GovRAMP authorization. The Lead State may terminate the Master Agreement for the Contractor's failure

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to provide the audit results requirements in this section within the timeframe specified in this section.

The Contractor must continue to maintain compliance and provide audits/assessments at least one (1) time every two (2) years throughout the term of the Master Agreement and must provide the results to the Lead State within six (6) months of completion of the audit/assessment.

The Contractor must contact the Purchasing Entity immediately upon receipt of any electronic discovery, litigation holds, discovery searches, expert testimony, or other similar requests which in any way might reasonably require access to the Purchasing Entity's Data.

The Contractor must not respond to subpoenas, service of process, and other legal requests related to the Purchasing Entity without first notifying the Purchasing Entity unless prohibited by law from providing such notice.

The Purchasing Entity owns all rights, title, and interest in its Data that is related to the services provided under any Order. The Contractor must not access the Purchasing Entity's user accounts or Data, except (i) in the response to service or technical issues, (ii) as required by the express terms of the Order, or (iii) at the Purchasing Entity's written request.

All data centers must be based in the United States.

**B. Data Requirements**

Each authorized user must be able to access the Contractor's software in a secure manner.

Data that is stored in the Contractor's software must be protected to ensure unauthorized access.

Contractor must have sound procedures (e.g., background checks, hiring Practices, etc.) to ensure its employees are properly authorized for access to confidential and sensitive client information. The Contractor must ensure that the confidentiality is maintained and must not disclose any such information to any third party without written authorization of the Participating Entity.

The Contractor must be able to create user groups with varying access privileges (e.g., read/write and read only).

Each Client's location data must be accessible for a minimum of seven years (or as designated by Participating Entity). Before it is archived or stored offline.

Archived copies of each participant's location data must be retained for a minimum of seven years (or as designated by Participating Entity) and/or provided in a format that can be stored and easily interpreted by the Participating Entity.

The Contractor must backup the system data at least every 24 hours.

Data generated as a result of the location monitoring must be owned by the Participating Entity and may not be used in any way by the Contractor without consent of the Participating Entity. The Contractor must ensure that all data is available to the Participating Entity in the event the contract is terminated, or the Contractor goes out of business.

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**IV. Category 1: GPS Monitoring.** To include ankle-worn and wrist-worn GPS solutions.

**A. Hardware Requirements:**

- The tracking device must use easy-to-install straps that should be re-usable, adjustable, and require no cutting or specially designed tools by the agency to fit on a client.
- All equipment and systems furnished must be standard products of the manufacturer identified, must be in proper working order and clean and free from defects of features affecting appearance or serviceability, or the safety of the client in normal intended use.
- Must be capable of communicating with the Contractor's software and detect the following events and communicate to Contractor's web-based platform, and app via a tablet or mobile device:
  - Arrival and departure from inclusion and exclusion zones as defined by Participating Entity
  - Unauthorized arrival or departure as defined by Participating Entity
  - Battery low alerts
  - Strap and/or device tamper alerts
  - Tracking device failed to call in alerts
  - Efforts to tamper with the tracking device
  - Loss of location
  - Potential cellular jamming
  - Communication Loss
- Must have optional grace period for early leave and late returns.
- The tracking device must have the ability to fully activate indoors without the need to acquire GPS.
- The tracking device must have a method of ensuring accuracy of location points.
- The tracking device must communicate over a Global System for Mobile Communications (GSM) or 4G/LTE (or better) networks.
- Tracking device must be water resistant, durable, and able to withstand vibrations from normal client use over time.
- The Contractor must offer a GPS tracking device with a reusable strap and/or a disposable strap as determined by the Purchasing Entity.
- Tracking device must not require tools for installation.
- Tracking device must offer at least two (2) types of tamper notification.
- On a full charge, the battery must, at a minimum, last 40+ hours. The device must charge to a minimum of 24 hours of battery life within one (1) hour and be fully charged in about three (3) hours.
- The beacon must be able to accommodate various sizes of residences.
- Standard AC charging is required. Additional methods such as an on-body charger (OBC) and/or USB port are acceptable.
- The transmitter must be easily installed on the Client with minimal training and experience. Contractor must specify the tools required and procedures to install the transmitter. The Contractor must supply the tools and equipment necessary to install the transmitters and replace the transmitter straps, at no additional cost.

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**B. Software Requirements.**

- GPS services must include a monitoring system that is capable of being accessed through a secure (password protected) internet connection and fully supported by a secure database for transactional records. GPS receiver must be capable of communicating with the U.S Government Global Positioning System. The service must be inclusive of all technology, equipment, systems, and related support services, and must be fully supported by twenty-four (24) hour monitoring services and staff.
- Web-based platform accessible via desktop, tablet, and mobile devices.
- Secure login with multi-factor authentication.
- Real-time data collection and display for all device types.
- Customizable dashboards with mapping tools and client history.
- Automated notifications and alerts (via SMS, email, or in-platform) for violations such as curfew breaches, tampering, or low battery, and any other alerts as defined by the Participating Entity.
- Reporting capabilities with customizable fields, exportable in PDF, Excel, and CSV formats.
- Integration options with existing case management systems through APIs.
- Audit trail and data retention in compliance with CJIS security requirements.
- Role-based access controls for administrators, supervisors, and officers. The system must provide security features, which must prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system must be maintained at all times.
- Tracking software must allow staff to enable GPS tracking in real-time and/or passive tracking.
- Tracking software must use Google maps, or similar, to monitor client movements.
- Tracking software must have the ability to collect up to 30 days of location data and display it in an analytical view, allowing for easy dissemination of travel/stop patterns. Software must have the ability to apply analytics to:
  - Playback travel route taken by a client.
  - Show stop locations and patterns.
  - Create zones based on travel patterns.
  - Show multiple clients shared locations.
- Must have a method of Priority Communication, or similar feature, of location data on a wireless network to ensure continuous communication of location points in high traffic times and critical situations.
- Optional Wi-Fi tracking, in addition to cellular, to ensure tracking is not lost when GPS points are unavailable.
- Must have the ability to configure state, county, and school zones, and allow for additional unlimited zone creation. Must have points of exclusions (parks, schools) alerts for when device enters one of those points.
- The system must provide the capability for Participating Entity to download data and reports from the database, through secured internet access.
- The system must provide the functionality and access required with 99.99% uptime/availability avoiding any downtime due to hardware or software issues. This will include a continuity of operations plan and disaster recovery plan which will ensure the system and services will be available without disruption as required.

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**C. Customer Support and Training:**

- The Contractor must provide a dedicated account representative.
- The Contractor must provide support functions 24/7/365, via phone call, email, and help desk.
- The Contractor must provide toll free access to customer support/monitoring center.
- The Contractor must provide initial start-up training that must include but not be limited to the following:
  - The enrollment of clients into the software system.
  - The installation, use, de-installation, and cleaning of the equipment.
  - The generation and interpretation of data/monitoring reports.
  - Accessing/using Contractor's technical support/help menus and monitoring center.
- The Contractor must provide materials and brochures on the use of the equipment and system.
- The Contractor must provide on-going and supplemental training offerings either on-site or via web based programs on an as needed basis, or based on any significant changes to the Contractor provided equipment and/or technology.

**V. Category 3: Alcohol Monitoring.** Offerors are not required to submit for all sub-services under Alcohol Monitoring. To be awarded this category, Offerors must be awarded at least one of the Alcohol Monitoring services listed below.

**A. CAM or TAC**

1. **Hardware Requirements: Continuous Alcohol Monitoring (CAM)** that samples an individual client's Transdermal Alcohol Concentration (TAC) and measures for confirmable alcohol consumption on a 24/7 basis.
  - Equipment is at a minimum, shock, water, and tamper resistant.
  - The equipment must monitor ingested alcohol in the human body using court-validated transdermal testing technology and must be able to distinguish between ingested alcohol and environmental exposure to alcohol.
  - The equipment must have a minimum of two (2) ways to communicate data to the software, such as landline, Ethernet, Wi-Fi, or cellular.
  - The equipment must have the ability to determine equipment's proximity to the body of the client being monitored, including detection of obstructions and changes in body temperature.
  - The equipment must utilize a commercially available and proven fuel cell technology (e.g. Dräger) that tests a controlled sample of perspiration of the client.
  - The technology must have single source admissibility, meaning the CAM device does not require agency staff to issue a secondary testing methodology to verify consumption on an alcohol alert.
  - Device must have demonstrated a history, highlighting the validity of the product or establishing general acceptance in the electronic monitoring community.
  - Optional: The CAM device should have the ability to perform optional RF (Radio Frequency) home curfew monitoring in addition to continuous alcohol monitoring when needed.

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2. Software Requirements: The systems must collect, transfer, and store historical client information (alcohol consumption and tamper information) 24x7 days per year in an encrypted manner and retrievable upon request.
  - Web-based platforms accessible via desktop, tablet, and mobile devices.
  - Secure login with multi-factor authentication.
  - Automated notifications and alerts (via SMS, email, or in-platform) for violations such as zone breaches, tampering, missed tests, or low battery. Including but not limited to:
    - high atmosphere alcohol
    - alcohol detected report,
    - dual alerts (both high atmosphere and alcohol detected),
    - below-temperature conditions,
    - and prolonged high atmosphere readings
  - Reporting capabilities with customizable fields, exportable in PDF, Excel, and CSV formats.
  - Integration options with existing case management systems through APIs.
  - Audit trail and data retention in compliance with CJIS security requirements.
  - Role-based access controls for administrators, supervisors, and officers. The system must provide security features, which must prevent unauthorized individuals from accessing any information held by the Contractor. Secure access to the system must be always maintained.
  - The system must provide the capability for Participating Entity to download data and reports from the database, through secure internet access.
  - The bracelet must be capable of storing at least 30 days of time stamped client data regarding alcohol consumption and tamper information with the ability to download data via standard telephone line, Ethernet, or wirelessly, and also have ability for agency staff to directly download bracelet data to agency computers such as a direct USB data transfer, or other methodology, where land line and cellular coverage is not available or is not the preferred communication method by agency personnel.
  - Contractor must provide a centralized and controlled data center and support staff that monitors client information received via the internet and provides analysis of and notifications to agency staff of alcohol readings, tamper alerts, communication failures, equipment issues, maintenance needs and/or malfunctions. The monitoring center must be available on a 24/7 basis, 7 days per week, 365 days per year.
  - The system must include inventory tracking and management features.
  - The Contractor must archive and retain archived data for a period of five (5) years from the date the client is enrolled in the system.
  - Contractor's system must provide date and time stamped readings once every 30 minutes or less of Transdermal Alcohol Concentration, body temperature and attempts to obstruct readings of the device.
  - A daily summary or action plan must be provided daily, which reports the status of any clients in violation of the program or in need of technical maintenance.
  - The system must provide easy-to-read non-compliance reports that include detailed information outlining any presence of alcohol displayed graphically and numerically to indicate approximate time of ingestion and the Transdermal Alcohol Concentration (TAC) present in the system over the time of the event.

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- Summary management reports regarding individual clients, dates of system use, agency-wide equipment inventory status, and billing details provided upon request in an easy-to-read format.

**3. Customer Support and Training**

- The Contractor must provide a dedicated account representative.
- The Contractor must provide support functions 24/7/365.
- The Contractor must provide toll free access to customer support/monitoring center.
- The Contractor must provide initial start-up training that must include but not be limited to the following:
  - The enrollment of clients into the software system.
  - The installation, use, de-installation, and cleaning of the equipment.
  - The generation and interpretation of data/monitoring reports.
  - Accessing/using Contractor's technical support/help menus and monitoring center.
- The Contractor must provide materials and brochures on the use of the equipment and system.
- The Contractor must provide on-going and supplemental training offerings either on-site or via web-based programs at a minimum of once (1) per year after the initial start-up training offerings or on an as needed basis, based on any significant changes to the Contractor provided equipment and/or technology.

**B. Remote Alcohol Monitoring (RAM)**

**1. Hardware**

- Device must be capable of performing a deep-lung breath specimen, fixed, random, and on-demand tests, or be programmable to perform a combination of these test types. Device must be a Handheld Device Capable of Testing in all locations.
- Device must be capable of storing test results in the RAM's memory.
- Device must use facial confirmation software, or similar verification method, to confirm participant's identity.
- Device must collect the GPS location during the remote breath alcohol testing.
- Device must use Wi-Fi technology as an alternative when cellular communication is unavailable at the wearer's residence and as a reliable location source when GPS is unavailable or impaired.
- Device must be lightweight, discreet, and easy to use, providing test notifications through push technology or SMS.
- Device must provide a numeric result that represents the participant's breath alcohol concentration (BrAC) and accurately corresponds to the participant's blood alcohol concentration (BAC).

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- Device must transmit equipment status data, including, but not limited to, calibration status, equipment and battery condition, power and telephone line connects and disconnects, and tamper status. All data reported shall be time-stamped.
- Device must have a rechargeable battery.

2. Software

- Immediate Reporting/Notification via cellular of Deep Lung Sample Breath Alcohol Content plus Color Participant Image and GPS Mapping of Participant Location at Time of Each Test
- Scheduled, Random & On-Demand Testing
- Tamper-Detect Features
- Automated notifications and alerts (via SMS, email, or in-platform) for violations such as tampering, missed tests, positive test, or low battery.

3. Customer Support and Training

- The Contractor must provide a dedicated account representative.
- The Contractor must provide support functions 24/7/365.
- The Contractor must provide toll free access to customer support/monitoring center.
- The Contractor must provide initial start-up training that must include but not be limited to the following:
  - The enrollment of clients into the software system.
  - The installation, use, de-installation, and cleaning of the equipment.
  - The generation and interpretation of data/monitoring reports.
  - Accessing/using Contractor's technical support/help menus and monitoring center.
- The Contractor must provide materials and brochures on the use of the equipment and system.
- The Contractor must provide on-going and supplemental training offerings either on-site or via web-based programs at a minimum of once (1) per year after the initial start-up training offerings or on an as needed basis, based on any significant changes to the Contractor provided equipment and/or technology.

**VI. Category 4: Value Added Services**

Awards for Category 4 will not be given to Offerors who do not also qualify for an award in Category 1, 2, or 3.

Contractors awarded Category 4 may not provide Category 4 services to Purchasing Entities who are not also utilizing the Contractor's services from Category 1, 2, or 3.

See Attachment D for Value Added Services.

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**ATTACHMENT C – COST**



Cost\_Category  
1.xlsx



Cost\_Category 3  
Alcohol Monitoring.

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**ATTACHMENT D – VALUE ADDED SERVICES**



Cost\_Category  
4\_Value Added Servi