State of Utah Cooperative Contract

PARTICIPATING ADDENDUM
ELECTRONIC MONITORING

State of Utah Contract #: PA5267

Master Agreement: 99SWC-NV26-29621

Contractor: Allied Universal Electronic Monitoring US, Inc.

Participating Entity: STATE OF UTAH

Participating Entity Contract: PA5267

The following products or services are included in this contract portfolio:

- *Category 1 – GPS Monitoring*
- *Category 2 – Radio Frequency (RF) Monitoring*
- *Category 3 – Alcohol Monitoring*
- *Category 4 – Value Added Services*

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers Electronic Monitoring led by the State of Nevada for NASPO ValuePoint for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.

    a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities for Categories 1, 2, 3, 4.

    b. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities for Categories 1, 2, 3, 4.

2. Pricing: The pricing and rates from the Master Agreement shall flow down to this Participating Addendum. Pursuant to Section 5.2.5 (Participating Entity Fees) of the Master Agreement, Contractor may adjust pricing applicable to this Participating Addendum by an amount not to exceed Utah's administrative fee. Any such adjustment shall be deemed incorporated into this Participating Addendum and shall not require a separate amendment to this Participating Addendum. Contractor will adjust pricing to increase the Master Agreement pricing documents plus a One (1) percent (1%) pursuant to Section 5.2.5 of the Master Agreement.

3. Administrative Fee: One (1) percent (1%) and will apply per the "Reports and Fees" section 54 of Attachment A.

4. Contract Effective Dates: This PA is effective October 1, 2026, and expires upon the expiration or termination of the NASPO. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.

5. Attachments and Order of Precedence:
    The order of precedence as provided in the NASPO ValuePoint Master Agreement #99SWC-NV26-29621 applies to this PA.

    Attachment A: State of Utah Cooperative Standard Information Technology Terms and Conditions

Attachment B: Master Agreement

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

6. Participation: This NASPO Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by an Eligible User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Mitzi Shilling
Address:	1838 Gunn Hwy
Telephone:	727-401-0058
Email:	Mitzi.shilling@em.aus.com
Vendor Number:	950127A
Commodity Codes:	83110

State of Utah Division of Purchasing

Name:	State of Utah, Division of Purchasing, Kevin Lucus
Address:	4315 South 2700 West Fl 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7281
Email:	klucus@utah.gov

10. Additional Terms and Conditions:
The following terms and conditions will apply to this participating addendum.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum on the dates set forth below. This Participating Addendum is effective October 1, 2026.

State of Utah Cooperative Contract

PARTICIPATING ADDENDUM

ELECTRONIC MONITORING

State of Utah Contract #: PA5267

Participating Entity: State of Utah	Contractor: Allied Universal Electronic Monitoring US, Inc.
Signature: DocuSigned by: C38BE9DAC528424...	Signature: Signed by: Daniel Phalen FBEED2A4995341B...
Name: Windy Aphayrath	Name: Daniel Phalen
Title: Chief Procurement Officer	Title: Vice President and General Manager
Date: 8/4/2026	Date: 7/23/2026

ATTACHMENT A: STATE OF UTAH COOPERATIVE STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at https://dts.utah.gov/policies. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

a) "**Access to Secure State Facilities, Data, or Technology**" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.

b) "**Authorized Persons**" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.

c) "**Background IP**" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.

d) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.

e) "**Contract Period**" means the term of this Contract, as set forth in the Contract Signature Page(s).

f) "**Contract Signature Page(s)**" means the cover page that the Division and Contractor sign.

g) "**Contractor**" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.

h) "**Custom Deliverables**" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registrable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

i) "**Data Breach**" means the unauthorized access, acquisition, disclosure, loss of access, or destruction of State Data that compromises the security, confidentiality, or integrity of State Data.

j) "**Division**" means the State of Utah Division of Purchasing.

k) "**DTS**" means the Utah Department of Government Operations Division of Technology Services.

l) "**Eligible User(s)**" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

m) "**Federal Criminal Background Check**" means a fingerprint-based, nationwide background check conducted and processed by the FBI.

n) "**Federal Data**" means all information that originated with a federal entity, including tax information.

o) "**Good**" means any deliverable not classified as a Custom Deliverable or Service.

p) "**Intellectual Property Rights**" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

q) "**Non-Public Data**" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.

r) "Personal Data" means information, whether by itself or combined with other data elements, that can identify an individual with reasonable specificity or that is linked or can be reasonably linked to an identified individual.

s) "**Procurement Item**" means a Good, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State of Utah under this Contract, including software and Software as a Service.

t) "**Protected Health Information**" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

u) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.

v) "**Security Incident**" means the attempted unauthorized access to State Data or Personal Data that may result in the use, disclosure, or theft of State Data or Personal Data. Consistent with the GDPA at Subsection 63A-19-405(1)(b), a governmental entity must report "the unauthorized access, acquisition, disclosure, loss of access, or destruction of data that compromises the security, confidentiality, availability, or integrity of the computer systems used or information maintained by the governmental entity". An incident does not include unsuccessful pings and port scans.

w) "**Services**" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

x) "**Solicitation**" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

y) "**Single Sign On**" means the authentication and authorization system operated by the State of Utah for accessing resources operated either by the State or a third party on behalf of the State.

z) "**X [Software, Platform, Infrastructure, Network, etc.] as a Service (SaaS)**" means an application running on a Contractor's or State's cloud infrastructure which is accessible from various client devices through a thin client interface (such as a Web browser, Web-based email, or a program interface) For clarity, the State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

aa) "**State Data**" means all Confidential Information, Non-Public Data, and Personal Data that is created, controlled, maintained, owned, or in any way originating from or on behalf of the State of Utah, and all State-controlled data that is the output of computer processing or other electronic manipulation of any data the State created, controlled, maintained, or in any way originated from the State of Utah, regardless of where such data or output is stored or maintained

bb) "**State of Utah" or "State Entity" or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers, and where applicable, Eligible Users.

cc) **"StateRAMP dba GovRamp"** means a Risk and Authorization Management Program, which provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services used by state and local governments, public education institutions, and special districts enabling these organizations to validate the security of their third-party IaaS (Infrastructure as a Service), PaaS (Platform as a Service), and/or SaaS (Software as a Service) solutions which process, transmit, store the organization's data or which could impact data security GovRAMP's security verification model is based on NIST 800-53 Rev. 5 published by the National Institute of Standards and Technology (NIST). Moving forward GovRAMP will be the name used.

dd) **"GovRAMP Verified Status"** means a status indicating that a service provider has met all GovRAMP security requirements related to that status and has been provided with an authorization established by the GovRAMP governing boards including but not limited to Ready, Core, Authorized or Provisionally Authorized.

ee) **"GovRAMP Progressing Snapshot"** means a program within the GovRAMP framework that utilizes a predetermined set of NIST 800-53 controls for quarterly evaluations and monthly advisory calls. This program aims to identify and address deficiencies in the security of cloud products, ensuring continuous improvement and compliance with GovRAMP standards.

ff) "**Subcontractors**" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. (UCA § 63G-6a-1203(4)(f)(ii))

b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.

c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court. If a claim must be brought in a federal forum, then the party bringing the claim shall file it and seek to adjudicate it exclusively within the United States District Court for the District of Utah. This paragraph applies only to a claim brought against DTS or the State of Utah to the extent Congress has abrogated the State of Utah's sovereign immunity. Furthermore, this paragraph is not consent by DTS or the State of Utah to be sued in federal court.

d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA § 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.

e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.

f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.

g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract. (UCA § 63G-6a-1203(4)(h))

i. **DEBARMENT:** Defer to NASPO MA Terms and Conditions but for the following: If the Contractor cannot certify the statement contained in the NASPO MA Terms and Conditions, attach a written explanation for review by the Lead State.

j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

k. The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

l. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.

m. **WAIVER:** Defer to NASPO MA Terms and Conditions.

n. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.

o. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and UCA § 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a request for proposal process and to sole sources that are included within a request for proposal.

   1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA § 63G-12-302, <u>Utah Code</u>, as amended.

   2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including UCA § 63G-12-302, <u>Utah Code</u>, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

   3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

   4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.

6. **INDEPENDENT CONTRACTOR:** Defer to NASPO MA Terms and Conditions.

7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible

User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations). Additionally, each employee, consultant of Contractor, and Subcontractor who will be granted unescorted access to Secure State Facilities, State Data, or Technology must successfully complete a 10-panel drug test at Contractor's expense with the pass/fail results of the drug test provided to the State of Utah's hiring manager prior to such access being granted. DTS may revoke Access to Secure State Facilities, Data, and Technology in the event the results of a drug test are positive. DTS will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Contractor's employees and any Subcontractors who have unescorted Access to Secure State Facilities or to State or Federal Data or any Access to Technology will complete at no additional cost any required security training as requested by the State. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies when it is accessing Non-Public Data or while on the Eligible User's or the State of Utah's premises.

9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

10. **INDEMNITY AND LIABILITY**

    a. **Indemnity Clause:** Defer to NASPO MA Terms and Conditions.

    b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§ 63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

    c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

       Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section. (UCA § 63G-6a-1203(4))

11. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** Defer to NASPO MA Warranty Terms and Conditions.

12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE. PRODUCT LIABILITYY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTORS OR ITS SUPPLIERS ARE REJECTED

13. **WARRANTY REMEDIES:** Defer to Breach of Warranty NASPO MA Terms and Conditions.

14. **UPDATES AND UPGRADES:** Any upgrades and updates provided by Contractor are subject to the terms of this Contract. If Software is on premises, the State Entity reserves the right to accept updates and upgrades at its discretion and to determine if such updates

comply with the Security requirements in the Contract. Contractor shall keep any applicable hardware, software, middleware, and application plugins up to date and in a state of good repair. All patches, critical vulnerabilities, and/or hardware issues must be addressed based on response times by criticality as laid out in the SOW. If the State hosts the solution, then Contractor may request such maintenance from the DTS hosting team.

15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.

16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.

17. **PHYSICAL DELIVERY:** Deferto NASPO MA Terms and Conditions but for the following: All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor.

18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

19. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

    If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
    a. **Network Security**: Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:

        1) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

        2) Contractor shall comply with all applicable FedRAMP or GovRAMP security requirements, including but not limited to, continuous monitoring, incident response, and data classification as outlined in GovRAMP documentation.

    b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Data access must incorporate the principles of test privilege and be physically and technologically controlled. The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.

    c. **State Data Transmission**: Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall be encrypted and take place via secure means (ex. HTTPS or FTPS). Transmission of regulatory data must conform with the current regulatory requirement applicable to such data (ex. FIPS 140-x).

    d. **State Data Storage**: All State Data will be stored and maintained in data centers in the United States. State Data is required to be encrypted in transit and at rest. State Data may only be processed on or transferred to Contractor-owned portable or laptop computing device or portable storage medium if such device is whole disk encrypted, or used and kept only at Contractor's United States data centers, including if such medium is part of the Contractor's designated backup and recovery process. IN NO CASE MAY SUCH DEVICES OR STATE DATA LEAVE THE UNITED STATES.

    e. **Access**: Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

    f. **State Data Encryption**: Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form based on the current TLS standard and include all data as part of a designated backup and recovery process. Encryption of regulatory data must conform with the current regulatory requirement applicable to such data (ex. FIPS 140-x).

g. **Authentication**: Any portable or laptop computer that has access to the Eligible User's or State of Utah resources, or stores any Eligible User data shall be equipped with strong and secure password protection. All systems that require authentication must use the Single Sign On solution operated by the State of Utah. This may be accomplished through federation using standard authentication protocols or direct integration into the vendor supplied application. If the Goods or Services, or both, are to be accessed or used by both Internal (state employees, contractors, etc.) and External (public, etc.) users, then the Goods and Services must be able to be integrated with multiple identity providers at the same time.

h. **Confidential Information Certification:** Contractor may be required to sign a Confidential Information Certification form prior to being given access to confidential computerized records if required by Eligible Users or Federal policies.

i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.

j. **State Data Destruction**: No sooner than 60 days but no later than 90 days following the expiration or termination of this Contract, and only after ensuring compliance with Section 32 (Ownership, Protection, and Return of Documents and Data) of this Attachment A, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.

k. **Services Shall Be Performed Within the United States**: All Non-Public Data, including Criminal Justice Information (CJI), Personally Identifiable Information (PII), and other sensitive data, must be stored, processed, and disposed of within the United States. Contractor is prohibited from transferring, storing, or accessing Non-Public and/or State Data outside the United States without explicit written authorization from the State of Utah via an approved exception request from the Chief Information Security Officer (CISO) and must be documented in the system security plans of such systems, with a description of any compensating controls and a business justification. Offshore support is only permitted for systems not using Non-Public Data. Contractor must provide a list of countries and Subcontractors from which Services will be provided to ensure no undue risk to State Data and systems.

l. **Federal Data Protection**: Contractor shall store all Federal Data in a manner that, at all times, is physically and electronically secure from access by unauthorized persons. Contractor shall employ both physical and technological barriers to prevent unauthorized retrieval of Federal Data via computer, remote terminal, or other means. Federal Data must be subject to separation-of-duties protocols and provided only to those with a need to know.

1) Contractor shall store each query for Federal Data in Contractor's system (including read-only and system access events that do not result in a change to data or a new transaction) as a separate record, not overlaid by subsequent records. All viewing of Federal Data must be recorded by a fully-automated audit trail system, which can be via an online query, automated report, batch processing, or any other logical means. Access to the audit file must be restricted to authorized users with a need to know and be maintained for a minimum of three years or the amount of time required by a federal agency, whichever is greater.

2) Contractor shall delete, purge, destroy, or return to the State of Utah all Federal Data upon termination of the Contract with no output retained by Contractor. If immediate purging is not possible, Contractor shall certify that any Federal Data in physical or electronic storage will remain safeguarded to prevent unauthorized disclosure. Contractor agrees to abide by all relevant federal laws, restrictions on access, use, disclosure, and security requirements in the State's data exchange agreement with the social security administration, including receipt of security awareness training by Contractor's employees who have access to Federal Data through this Contract. Contractor shall permit the State to conduct, at least once every three years and upon prior notice, a review to verify that the Contract is in compliance with the State's agreement with the social security administration.

3) Federal Data may be used only for the purpose of carrying out the provisions of the Contract. Federal Data must be treated as confidential and may not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.

4) All computer systems receiving, processing, storing, or transmitting Federal Data must meet the requirements set forth by the applicable federal agency

21. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** As required by Utah Code 63A-19-405 or any other applicable data breach reporting laws, upon discovery of any Security Incident or Data Breach or privacy breach of Personal Data (including loss of access to Personal Data), Contractor shall provide the notification to the State Entity and DTS in the most expedient time possible without unreasonable delay. Contractor shall adhere to all applicable data breach reporting laws and will, upon the State of Utah's request, provide Contractor's incident response plans to the State of Utah. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

a. **Incident Response**: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

b. **Security Incident Reporting Requirements**: Contractor shall promptly report a Security Incident to the Eligible User. In the event the Eligible User is a State of Utah entity, contact shall be made as follows:

E-mail - DTS-SOC@utah.gov
Phone – (801) 538-3011

Web - cybercenter.utah.gov

22. **LIABILITY FOR SECURITY INCIDENT OR DATA BREACH.** In the event of a Security Incident or Data Breach, liability for notification, remedial costs, and damages shall be the responsibility of the party who controls how the data is processed.

23. **SECURITY INCIDENT OR DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Security Incident or Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy)*. In the event of a Security Incident or Data Breach or other event requiring notification under applicable law (UCA § 63a-19-405 and 406), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Security Incident or Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Security Incident or Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

24. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

    a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

    b. **DTS policy 4000-0002, Enterprise Password Standards Policy**: A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.

    c. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.

    d. **DTS Policy 4000-0004, Change Management Policy**: Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

    e. **Applicability of DTS Policies**: When a new product or service is added by the Contractor or a reseller, that product or service must be subject to, and comply with, the latest version of these DTS policies, which will be provided upon Contractor's request by the Division of Technology Services.

25. **CONFIDENTIALITY:** IfContractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii)keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

    Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

    If Contractor's Subcontractors have access to or process Personal Data, Contractor shall advise the Subcontractor of the obligations required under this Contract to keep all Personal Data strictly confidential and advise the Subcontractor to comply with any requirements contained in the Contract such as permitted uses, disclosures, handling, and destruction of Personal Data. Some privacy and data protection laws may require disclosure of Subcontractors who process State Data that includes Personal Data.

    Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

26. **Reserved**

27. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

28. **OWNERSHIP IN CUSTOM DELIVERABLES:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

a. Contractor has received payment for the Custom Deliverables,

b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.

c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

29. LICENSE FOR GOODS: For any software, including SaaS, delivered that is not considered a Custom Deliverable, Contractor grants the Eligible User a non-exclusive, non-transferable, right to use, without the right to sublicense, such software for the Eligible Users internal business operation under this Contract. If the software is perpetual, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use and copy, without the right to sublicense, for DTS's and the Eligible Users internal business operation under this Contract.

30. OWNERSHIP, PROTECTION, AND USE OF RECORDS: The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User. This includes information in anonymized or aggregated formats.

31. OWNERSHIP, PROTECTION, AND USE OF DATA: The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.

32. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

33. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User upon its request at any time during the Contract Period, as well as within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The Contractor shall pay the costs for returning documents and data to the Eligible User except as specified in this Contract.

34. ORDERING AND INVOICING: All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

35. PAYMENT AND NOTICE:

a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with UCA § 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). Eligible Users will not pay electronic payment fees of any kind.

c. Any written protest of the final contract payment must filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

36. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.

c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

d. If the Procurement Item is Software as a Service, Cyber Security Coverage from an insurance company that meet or exceeds industry standards. The insurance policy must cover data breach and privacy/cyber liability including technology errors and omissions and professional liability. The limits may not be less than $5,000,000.00 aggregate.

e. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination. (UCA § 63G-6a-1203)

ADDITIONAL INSURANCE REQUIREMENTS:

f. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

g. Any other insurance policies described or referenced in the Solicitation for this Contract.

h. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

i. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. **TERMINATION:** Defer to NASPO MA Terms and Conditions but for the following: If the Contractor cannot certify the statement contained in the NASPO MA Terms and Conditions, attach a written explanation for review by the Lead State.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. **TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

40. **SUSPENSION OF WORK:** The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. **CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. **SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f)

Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including UCA § 63G-6a-2404, Utah Procurement Code, as amended.

b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (UCA § 63G-6a-2404, Utah Procurement Code, as amended).

c. **Contact Information:** Per UCA §§ 63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

d. **Employment Practices:** Contractor shall abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 14173; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites, hardware or software for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, industry standards and applicable GovRAMP requirements. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, industry standards and applicable GovRAMP requirements. If Federal Data is involved, this provision may not be waived to restrict Federal audit requirements.

b. **Monitor Performance**: The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

c. **GovRAMP Continuous Monitoring** – The Contractor will be required to grant access to GovRAMP Continuous Monitoring and reporting upon intent to award for a product utilizing a GovRAMP Security Progressing Snapshot, Core, Ready, Provisionally Authorized or Authorized status throughout the life of the contract. The Division reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.

d. **Contract Compliance**: If Contractor's performance involves the payment card industry, Contractor will obtain a third-party PCI compliance report annually and submit the same to the State upon request. In no event shall the PCI compliance report be more than 12 months old at the time it is provided to the Eligible User.

47. TIME IS OF THE ESSENCE: The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible

User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. **REPORTS AND FEES**:

    a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

    b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor.**Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

    c. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

57. **END USER AGREEMENTS**: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

58. **COMPLIANCE WITH NIST 800.53** If Contractor is developing software for the State or providing Goods or Custom Deliverables or performing Services which have the potential to cause any form of outage or to modify any State of Utah infrastructure, Contractor shall comply with current standards set forth and maintained by the National Institute of Standards and Technology, NIST 800-53 (Rev 5 or current version. For cloud solutions, Contractor shall comply with either FedRAMP or GovRAMP requirements at a Public Control Baseline of (Low, Moderate, or High), as determined by DTS or other Eligible User. All cloud service products that process, store, transmit and/or could impact government data must either be FedRAMP authorized or enrolled in the GovRAMP Progressing Snapshot Program or demonstrate compliance with a GovRAMP status (Ready, Provisionally Authorized, or Authorized) with a Public Control Baseline of (Low, Moderate, or High), as defined below. Requirements related to each status are outlined below.

    1. **GovRAMP Progressing Security Snapshot Program.** Products without a GovRAMP status of Core, Ready, Authorized, or Provisionally Authorized, must enroll in the GovRAMP Progressing Security Snapshot Program, complete quarterly Snapshots, and provide monthly progress reporting to GovRAMP until GovRAMP Core, GovRAMP Ready, GovRAMP Provisionally Authorized, or GovRAMP Authorized status is obtained. If a GovRAMP Core, Ready, Authorized or Provisionally Authorized status is required, it must be obtained within the timeframes established in the corresponding solicitation or contract documents. Subsequent Security Snapshots should reflect progress toward increased security controls and GovRAMP status. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

    2. **GovRAMP Core.** Products with a GovRAMP Core status must maintain GovRAMP Core status for the duration of the contract, unless a higher status is required by the corresponding solicitation or contract documents. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

3. **GovRAMP Ready.** Products with GovRAMP Ready status must maintain GovRAMP Ready status for the duration of the contract. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

4. **GovRAMP Authorized and GovRAMP Provisionally Authorized.** Products with GovRAMP Authorized or GovRAMP Provisionally Authorized status must maintain either a GovRAMP Authorized status or a GovRAMP Provisionally Authorized status for the duration of the contract. Government must be granted visibility and access through GovRAMP for continuous monitoring as requested.

If the contractor fails to maintain or achieve the security requirements outlined above, the Contractor may be subject to liquidated damages and/or the Division may reevaluate the terms of the contract and determine whether the failure to comply justifies contract termination.

59. USE OF AI OR STATE SUB DOMAIN: Contractor must inform the Eligible Users of any Generative Artificial Intelligence (“GenAI”) in the Goods or Services being contracted for prior to providing those Goods or Services to the State. Additionally, Utilization of generative AI in the creation of Goods and Services impacting the State’s Intellectual Property Rights shall include annotations sufficient to comply with DTS POLICY 4000-0008 Enterprise Generative AI Policy.

a. Contractor is prohibited from using Eligible Users materials or data in generative AI queries without prior written permission from the Eligible User, as well as from building or training proprietary generative AI programs. Contractor attests that its AI models use only properly licensed material. Should Contract be found in violation of this requirement, Contractor shall fully indemnify and defend Eligible Users from all claims related thereto. Furthermore, should Contractor learn that Eligible Users materials or Data has been used in generative AI queries without permission from the Eligible User, Contractor shall immediately notify the Eligible Users of the use and cover the full expense of any remediation.

b. Contractor shall support usage of a utah.gov subdomain according to R895-4 for Goods and Services that will be made available to non-state users.

c. Contractor is prohibited from using, integrating, or otherwise conjoining Personal Data with GenAI in any way and under any circumstances.

60. PUBLICITY and WEBSITE BRANDING: Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. Contractor shall only use the approved executive branch agency, and/or State of Utah logo on websites produced under terms of this Contract. It is within the Division’s sole discretion whether to provide approval, which approval must be in writing

61. DEVELOPMENT, TEST, AND PRODUCTION ENVIRONMENTS: If Goods or Services under this Contract are Contractor-hosted, the Contractor shall include three environments throughout the term of the Contract: a development, test, and production environment. Regular refreshes to the database or application or both will be requested. To perform an application refresh, all developers involved in the project, whether from the Contractor or the State, will need to approve in writing the refresh request to prevent any code from being deleted without a prior backup. The cost to configure and maintain these environments is included in the Contract price and will not be charged beyond the amount noted on the Contract Cover Page.

a. If a development or test region is promoted to production, that region must have all of the required security and privacy controls and audit requirements prior to promotion.

b. If the application cannot perform a production refresh after the application is live, then a secondary environment for testing must be created by Contractor.

c. If the Contractor chooses not to provide the three separate environments required, , then Contractor shall configure the production environment with dummy or test accounts that have the ability to go through the full application process without causing or creating data or cost discrepancies. Additionally, a device or mechanism, such as a feature flag/banner announcement to call out new features to the user, or canary releases to allow for gradual release to smaller sets of users, must be included. Logging must be enabled in order to identify and diagnose issues and to fulfill audit and regulatory requirements, including security frameworks such as NIST and OWASP. A/B testing, automated testing, and incremental rollouts must also be considered and clarified in lettered additions to this Section 16 (e.g. “d,” “e,” etc.). A way of communicating upcoming changes via notification, alerts, emails, and updates must be available. Contractor shall make clearly defined fallback strategies and rollback plans available prior to any code promotion.

62. TRANSITION ASSISTANCE: Upon termination or expiration of the Contract, Contractor shall reasonably cooperate with other parties in connection with all Goods and Services to be delivered, including any successor contractor to whom data is transferred. The Contractor shall assist the Eligible User in exporting and extracting data, in a format usable without the use of the Procurement Item and as agreed to between the parties, at no additional cost. Any transition service requested by the Eligible User involving knowledge transfer and support beyond that described in this paragraph prior to this sentence may be subject to a statement of work at Contractor’s then current rates, agreed upon between the parties and added by amendment to this Contract.

63. BUSINESS ASSOCIATE AGREEMENT: If the nature of the parties’ interactions is such that PHI will be exchanged, the parties will negotiate a Business Associate Agreement in good faith.

64. Restricted Foreign Entities and Forced Labor: In accordance with Utah law, Contractors contracting with the State certify that they are not providing a “forced labor product” as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a “restricted foreign entity,” as also defined in UCA 63G-6a-121.

(Revision Date: 05/26/2026)

STATE OF NEVADA STATEWIDE CONTRACT

Master Agreement Number:	**99SWC-NV26-29621**
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	**campudia@admin.nv.gov**

Contractor	**Allied Universal Electronic Monitoring US, Inc.**		
Address	**1838 Gunn Hwy.**		
City, State, Zip Code	**Odessa, FL 33556**		
Contact	**Mitzi Shilling, Contract Manager**		
Phone	**(727) 401-0058**	Email	**mitzi.shilling@em.aus.com**

1. **SCOPE.** The purpose of this contract is to provide Electronic Monitoring. Awarded are the categories listed below. Category 1- GPS; Category 2- Radio Frequency (RF) Monitoring; 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. Master Agreement Terms and Conditions
   B. SCOPE OF WORK
   C. PRICING
   D. VALUE ADDED SERVICES

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: **Allied Universal Electronic Monitoring US, Inc.**
Signature: William Taylor	Signature:
Name: **William Taylor**	Name: Daniel Phalen
Title: **Administrator**	Title: Vice President and General Manager
Date: 06.18.2026	Date: June 17, 2026

Master Agreement Number 99SWC-NV26-29621
for
ELECTRONIC MONITORING
between
the State of Nevada
and
Allied Universal Electronic Monitoring US, 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.

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 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 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 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.

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.

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 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 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-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

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, 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.

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.

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 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 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.

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;

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 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 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.

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.

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 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 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, 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.

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 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.

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 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;

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 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.

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 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.

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.

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 with in 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 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.

IV. <u>**Category 1: GPS Monitoring.**</u> 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.

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.

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 2: Radio Frequency (RF) Monitoring

A. Hardware Requirements:

- 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, serviceability, or the safety of the client in normal intended use.
- Devise must use a body worn bracelet (transmitter) and a one-piece stationary home-based unit (receiver) to monitor the presence/absence of the transmitter within a specified range of the receiver and report changes in status and tampering to the Monitoring Center through standard telephone lines or by cellular telephone service.
- Transmitters and receivers must be field replaceable and interchangeable without the need to return them to the Contractor.
- Installation process must be simple enough to be performed in the field by fully trained officers in less than five (5) minutes.
- 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 transmitter must not pose a safety hazard or unduly restrict the activities of the client. Must be lightweight, small and water-resistant.
- The transmitter must be encased in a water-proof case that is corrosion resistant and is hypoallergenic.
- The transmitter must be designed to prevent tracing or duplication of its signal.
- The Contractor must provide either multi-length or sizeable transmitter straps with replacements provided at no additional cost to the Agency.
- 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.
- Neither the transmitter, receiver, straps, fasteners nor clips, etc. used to install the transmitter must be available to the general public.
- At least seven (7) days prior to battery failure, the transmitter must send a low battery message to the receiver and to the Monitoring Center.

- The transmitter battery must have a minimum of one (1) year active life and a three (3) year shelf life.
- The transmitter must feature multiple levels of tamper detection capable of detecting disassembly of the transmitter case and/or cutting or circumventing of the transmitter strap.
- The transmitter must be capable of storing and/or recording a tamper event that occurs out-of- range of the receiver when the transmitter returns within range of either. The tamper attempt must be communicated along with a time/date stamp.
- Base station must be easily attached to client’s phone line, Ethernet, Wi-Fi, or cellular connection. If client does not have a landline, list available options to provide wireless reporting. The total cost for RF service via landline and wireless is to be listed in the pricing proposal/cost sheets. Contractor must provide toll-free telephone lines for reporting purposes.
- In the event of power disconnect or commercial outage the receiver must have a minimum of 24 hours internal, auto-recharging back-up battery to support complete continued functionality, including but not limited to detecting and reporting information.
- The receiver must record and report a tamper signal if the case is opened.
- The receiver must continually attempt to dial into the Monitoring Center until it makes contact and downloads data or until power is disconnected or battery depleted.

B. Software Requirements.

- Web-based platforms must be 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, or low battery, or 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.
- The system must provide the capability for Participating Entity to download data and reports from the database, through secured internet access.

    - Non-compliance with pre-determined curfews
    - Client entry and exit at unauthorized times
    - Tampering with the transmitter or any of its components
    - Tampering with the receiver or any of its components
    - Failure of the receiver to report at pre-determined times
    - Loss and/or restoration of telecommunications
    - Loss and/or restoration of alternating current (AC) power
    - Detection of low power or battery malfunctions in the transmitter or receiver
    - Movement of the receiver
    - Detection of operating malfunctions in the receiver or transmitter

- The Contractor must replace the radio-frequency EM system with any future updated and improved version of Contractor's or manufacturer's radio-frequency EM system at the request of the Agency and after successful field testing of the updated system.
- Contractor must have a notification policy for client violations that allows the Agency to establish distinct levels of security on a client-by-client basis. System must be designed with heightened emphasis on accuracy of RF signaling & speed of reporting. (Example: Use of 2-way radio transceivers instead of simple 1-way transmitter/receiver signaling).
- System must offer a secure means for the agency to simply and rapidly perform a range test to confirm signal coverage between the transmitter and receiver in the client's home.
- System must be capable of varying the signal range between transmitter and receiver for each device to best match the risk of each client and the signaling coverage in each client's home.
- The receiver must perform internal diagnostics to determine if it is operating properly. These diagnostics must be reported by the receiver to the Monitoring Center computer and displayed in the event history.
- A Leave Window count-down timer exists within all RF receivers as a means of preventing false "Leave" events during short term signal loss while the transmitter is still in range. This Leave Window must be adjustable at the Agency's direction on a per unit/client basis. A Reporting Window count-down timer exists within all RF systems as a means of regularly confirming that the receiver is connected to the phone line and capable of reporting events (not disconnected from the phone line and unable to report, such as disconnected by a client before leaving range). This Reporting Window must be adjustable at the Agency's direction on a per unit/client basis.
- When landline services are being used, the receiver must detect, and report events related to the disconnection and reconnection of the electrical power and telephone line.
- When landline services are being used, the receiver must incorporate at least 1000 events non-volatile memory to store events (with date and time of occurrence) at times when the phone line is not available and continually attempt to report them until reporting has been successful.
- When landline services are being used, the receiver must allow use with any brand or make of telephone line including touch tone, broadband, and DSL and VoIP.
- The receiver must be able to receive and record any client status change, such as when the client entered or left the residence, as well as the working condition and tamper status of the receiver and the transmitter. The receiver must have the ability to record the actual time of occurrence.
- The receiver must communicate the client's status to the Monitoring Center Computer immediately in the event of curfew violations (at expiration of leave window) (including the transmitter returning within range) or transmitter tampers.
- The receiver must notify the Monitoring Center of any tamper attempts to the receiver itself as well as AC power source problems or disconnects. The software must detect and report communication disruptions resulting in interrupted/delayed reporting. All messages must be time and date stamped with actual time of occurrence.

C. 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 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.

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.
- Contactor'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.
- 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).
- 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.

VII. 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 E for a list of Value Added Services and costs associated.

ATTACHMENT C – COST CATEGORIES 1, 2, 3

Cost Proposal Price Schedule_Category

Cost Proposal Price Schedule_Category

Cost Proposal Price Schedule_Category

ATTACHMENT D – SERVICE LEVEL AGREEMENT

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Addendum_Service l

ATTACHMENT E – CATEGORY 4 VALUE ADDED SERVICVES

Attachment E
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