



STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

PLEASE NOTE:

Respondent must read and accept any modifications to the solicitation that are contained in this Addendum.
Acceptance of this addendum shall take place in CTsource with your organization's submitted response.

SOLICITATION ADDENDUM #2

DESCRIPTION:

This Addendum to RFP 22PSX0021 is posted to:

- 1. Issue Attachment 07 Additional Terms and Conditions Document**
- 2. Issue a revised Attachment 03 RFP Evaluation Plan document**
- 3. Issue the State of Vermont's Intent to Participate**
- 4. Issue a revised Response Requirement 2. Information Technology and Security document**
- 5. Provide responses to questions received by the question submittal due date.**

Question		Response
1.	The number of devices currently in use for the interested States?	The Lead State does not have this information.
2.	The incumbent providers under the previous State of Washington MSA?	Current incumbents can be viewed here: Portfolio Details - NASPO ValuePoint
3.	In order to gain GPS market share, is NASPO planning to open the accepted GPS vendors from three to all vendors who meet the mandatory minimum specifications and financials? If the number of GPS vendors remains at three (as in previous years), and we are not listed, we will be forced to continue to push other cooperative purchasing vehicles such as GSA.	The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP.
4.	Re: Response Requirement 1. Technical Proposal Response Document, Section 3, Product Specifications: Some of these specifications only apply to a GPS and/or RF device. For example, for the following RFP specs, a remote breath unit would not attach to an ankle and an RF device would not capture GPS points: 2. Be capable of being worn on the Product User's ankle. 16. Collect and store GPS location points at a frequency not less than once every minute. Question: Would the Lead State please clarify how vendors should respond to specifications that are not applicable to a product category?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate "not applicable."
5.	The Scope of Work appears to focus on GPS and/or RF technology. It does not contain any specifics on alcohol monitoring. Question: Would the Lead State please clarify if there are any transdermal and/or remote breath testing specifications?	Transdermal and/or remote breath testing specifications have not been issued though the sourcing team is interested in these types of Products and/or Service offerings for Category of Need 2. Alcohol Monitoring.

6.	Category 2: Alcohol Monitoring: The AM category overview describes interest in a home breath analysis unit that confirms identity through a voice or imaging recognition system. It does not appear to include transdermal continuous alcohol monitoring. However, the Cost Proposal requests pricing for transdermal. Would the Lead State please confirm that the AM category includes both transdermal and remote breath analysis technologies?	Yes but proposer(s) are encouraged and may offer additional Product and/or Service solutions that meet Category of Need 2. Alcohol Monitoring. Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
7.	Because answers to vendor questions will not be posted until March 3, this will only give vendors approximately eight business days to review and revise/complete proposals based on the Lead State's answers. To allow adequate time for review and revisions, would the Lead State please consider how answers may impact proposals and extend the due date two to three weeks from the date Q & A is posted?	No.
8.	In order to submit a proposal to the RFP, does a vendor have to already be on the master NAPSO agreement or can a vendor submit and if approved, be added to the master agreement and states can order from us off the agreement?	No.
9.	Is there a recording or transcript available from the pre-bid meeting? If so, what is the best way for us to access this?	No.
10.	Will multiple vendors be eligible for an award? If so, is there a limitation on how many vendors will be awarded?	Yes. There is no capped quantity of vendors.
11.	Do we need to fill out one "Response Requirement 2_Information Technology and Security" document for each category?	Proposer shall complete and submit one Response Requirement 2. However, if there are differences between each Category of Need proposed proposer shall complete and submit additional Response Requirement 2. for each additional Category of Need.
12.	22PSX0021_Feb_8_23_solicitation_doc - Do we need to fill out? If so, the format is not appropriate for filling out. Please send/post an updated form.	This is a CTsource solicitation summary document. Please register via CTsource to complete an RFP response: https://portal.ct.gov/DAS/CTSource/Registration
13.	As it relates to alcohol monitoring, may we submit more than one solution (for example, transdermal alcohol and breath alcohol)?	Yes. Please refer to questions 5 and 6.
14.	In reference to Section IV, Question 11, does this relate to transdermal alcohol or only GPS?	Please refer to questions 5 and 6.
15.	Re: Response Requirement 2. Information Technology and Security submittal: Is the proposers company name the only thing required on the "Contact" tab? Please confirm if anything further is required.	Yes, that is a cover page.
16.	Regarding the CTsource question : "Pursuant to Conn. Gen. Stat. § 9-612, do you certify that a current campaign certification has been uploaded in your supplier account at the time of your solicitation response"? Would the Lead State please clarify how the "supplier account" can be accessed to be uploaded. There is not a place to upload this form in CTsource, so we are unsure as to what account this refers to.	Proposer shall upload this document under their CTsource registered account profile. Please register via CTsource: https://portal.ct.gov/DAS/CTSource/Registration
17.	Will the Lead State accept claims made if contractor agrees to purchase an extended reporting period ("tail" coverage) for a minimum of three (3) years following completion of the performance of the Agreement?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
18.	In the past RFP's from NASPO for Electronic Monitoring Products and Services the corporate experience requirement was three years. Will NASPO and Connecticut consider revising the five-year minimum requirement back to three?	No.

19.	If an offeror does not have the five years in business, will NASPO and Connecticut consider the experience of key personnel, affiliates, or subcontractors?	No.
20.	In Attachment 02 – Scope of Work, Section III C - Master Agreement objectives, you state “Provide the best possible value for state-of-the-art Products and Services.” With that in mind the latest state-of-the-art technology is wearable on the wrist. Will wrist worn GPS devices be accepted for the GPS device category 3 or will NASPO be willing to add a new category for “wrist worn only”?	Wrist worn or additional Product and/or Service solutions are welcomed.
21.	In Attachment 03 - RFP Evaluation Plan It states, “Only those Proposers with a minimum rating of 75% of Stage 2 will proceed to Stage 3 and Stage 4”. What weighted percentage value will be given to each question within the Technical Response and Information Technology and Security component of Response Requirements 1 and 2?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to CTsource and the current Attachment 03 RFP Evaluation Plan for more information.
22.	02 - Scope of Work, I. General Requirements, third paragraph states, “the Participating Entity reserves the right to buy, lease and/or rent physical Products and/or devices.” Is it a requirement to offer both purchase and lease models for the contract, or will the State accept proposals from vendors who choose only to lease the products?	The Lead State may consider a lease only option.
23.	02 - Scope of Work, II. Categories of Needs, D. Optional: Category 4. Value-Added Technology and Services, #1 includes the term “cross-jurisdiction tracking.” Will the State please provide a definition for cross-jurisdiction tracking? Are there specific examples you can provide?	Cross jurisdiction tracking is made in reference to proposed Products and/or Services ability to monitor or otherwise track a Product User across town, county and/or state borders.
24.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications requires proposers to “only propose new equipment.” While this makes sense if agencies plan to purchase the equipment, it is not usual and customary for customers who lease the equipment. Requiring vendors to provide new leased equipment will necessitate an increase in the daily lease rate and will also be an inconvenience to current NASPO customers who will need to swap out the entire current inventory of leased products. Will the State please revise the requirement from “new” to “like new”?	No. The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.
25.	03 - RFP Evaluation Plan, Stage 4: Master Agreement Review = 10% Weighted Criteria. Will the State please provide further clarification on how the criteria will be evaluated? For example, will points be subtracted based on the number of suggested edits and/or exceptions submitted? Or will the submission of any exception automatically reduce the points to zero?	Proposer shall provide any “must have” edits to the Master Agreement as no new additional edits will be permitted by the Lead State during the negotiation phase of this RFP. Please refer to requirement 4. instructions. Proposer exceptions to the Master Agreement as issued, will be evaluated by the Lead State in accordance with the current Attachment 03 RFP Evaluation Plan.
26.	In the online responses, downloaded as “22PSX0021_Feb_7_23_solicitation_report_doc,” one of the requirements reads, “As defined in Connecticut General Statutes §§ 14-1 and 14-163c(a), a vehicle will be required in the contract resulting from this solicitation and Respondent agrees to comply with the ConnDMV’s administrative review for motor carriers.” Will the State please provide clarification on this requirement? Who is being provided with a vehicle and for what purpose?	This provision will only apply to the Lead State Participating Addendum and will not apply to the Master Agreement.
27.	Response Requirement 1. Technical Proposal: Will the State please release this document in Microsoft Word format? PDF documents do not always export perfectly to Word.	No.
28.	Response Requirement 1. Technical Proposal instructs Proposers to submit the same Response Requirement 1 form for each Category of Need: Radio Frequency Monitoring (“RFM”),	Proposer shall provide all information necessary for the Multistate Sourcing Team to evaluate proposed Product and/or Service solutions.

	Alcohol Monitoring (“AM”), and GPS Satellite Monitoring (“GPSM”). However, Section 3.0 Product Specifications lists product requirements that are unique to GPSM. Examples include: a. #1. Only GPSM products are normally designed to operate in active, passive and hybrid modes. This is not applicable to RFM or AM devices. b. #2. A remote breath alcohol monitoring device is not worn on the ankle. c. #14. The ability to restrict a Product User to geofenced areas is GPS device feature; neither RFM nor AM products are designed to geofence. d. #16. RFM and AM products do not collect and store GPS location points at a frequency not less than once every minute. Does the State need proposers to include an explanation for each of these requirements about whether or not they are applicable to each particular device type? Or, is it possible the requirements for RFM and AM were inadvertently left out of the document?	
29.	Response Requirement 2_Information Technology and Security: The required responses to this document are considered highly confidential and proprietary information. Please confirm vendors may mark the entire document as Confidential and Proprietary, ensuring it is not released to competitors nor to electronic monitoring participants.	The Lead State will afford due regard to the Proposer’s request for the protection of proprietary or confidential information which the Lead State receives. However, all materials associated with the Proposal and the Master Agreement are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Proposer may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Proposer believes are exempt from disclosure under the FOIA must be specifically identified as such. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Lead State will endeavor to keep said information confidential to the extent permitted by law. The Lead State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Proposer and/or Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Lead State have any liability for the disclosure of any documents or information in its possession which the Lead State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

		Please refer to: https://www.cga.ct.gov/current/pub/chap_014.htm
30.	Response Requirement 2_Information Technology and Security, TAB Technical Compliance: The requirements listed below do not apply to an Electronic Monitoring Products and Services solution. They appear to be related to the business of property appraisals. Will the State please clarify, correct, or remove these line items? a. IX. A. The State is seeking a proposer that meets the solicitation objectives and provides a fully integrated multi-faceted statewide property appraisal services. b. A.2. Does the proposed solution contain features such as internet access to appraisal and valuation data and allow for web-based reporting? B.5. Describe the analytical tool proposer will utilize for sophisticated data analysis and detailed trend analysis using State defined measures and dimensions.	Response Requirement 2. Information Technology and Security Document has been revised and reissued.
31.	Response Requirement 2_Information Technology and Security, TAB Technical Compliance, B.3. asks if proposer can “provide a State required monthly report via secure file transfer protocol site posting.” This is outdated technology. Most proposers now use Web Services, which provides customers with the benefits of higher security and more frequent data transfers than FTP. Will the State accept Web Services as an upgrade to current wide-spread technology rather than relying on FTP?	Web services are acceptable.
32.	Response Requirement 2_Information Technology and Security, TAB Service Level Agreement Info. In this industry, we track service uptime and downtime. We do not track individual customer incident numbers, so we do not have clients available to provide references based on incidents. Will the State please remove the second table on this page?	No. Please refer to the instructions for Response Requirement 4. Master Agreement Review
33.	Exhibit B Cost Proposal Price Schedule documents: The Category 1 Radio Frequency price schedule includes a tab for Alert Notifications, but the Category 3 GPS schedule does not. It is more common for Alert Notifications like closed-loop, escalating, telephone, and verbal notifications by Monitoring Center staff to be used for GPS participants than for RF participants. Will the State please add an Alert Notifications tab to the GPS price schedule?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
34.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: #4 lists notifications “by Telephone” while #5 includes “Verbal Notification made by Monitoring Center staff.” Will the State please define how #4 and #5 are different?	Please complete as instructed.
35.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: Will the State please allow a “Daily Rate (per unit and/or per user” for #5, Verbal Notification made by Monitoring Center staff? This is the common pricing schedule for verbal notifications. We recommend the State allow vendors to provide pricing options based upon each vendor’s usual and customary approach.	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
36.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: There are several layers and levels of verbal notifications. Please allow vendors to provide multiple pricing tiers based upon service level options.	Proposer may submit multiple pricing tiers but the Multistate Sourcing Team will only be evaluating Requirement 3. Cost Proposals as defined in the current Attachment 03 RFP evaluation plan.
37.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab, #4. By Fax: Faxes are outdated. Will the State please remove faxes from this requirement?	No.

38.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency: Will the State please fully define Continuous Signaling and Random Scheduled Tracking for this category?	Continuous signaling includes 24/7/365 tracking. Random scheduled tracking reports at specific intervals as directed by the Participating Entity.
39.	Exhibit B Cost Proposal Price Schedule, Proposer Provided User Services. Dependent upon the scope of work, proposer provided user services are unique to each individual customer. Due to the numerous factors involved in pricing for each agency, they cannot be limited to a prescribed Daily Rate (per unit and/or per product). Each service should be defined in a separate Scope of Work based on the unique needs of the customer and priced according to that Scope. Will the State allow vendors to list available services and then offer "pricing to be defined based on the Scope of Work"?	No.
40.	Will NASPO please release the annual value of the contract, broken down by category, for 2021 and 2022?	This information is not available. Total annual spend is listed in Attachment 05 – Participation Information.
41.	a. Acceptance Question: Will the State please delete reference to User Acceptance Test. Contractor has processes in place and does not require this type of test. This appears to be a requirement for a different type of business.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
42.	f. Claims All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form. Question: Will the State please limit indemnification to third party claims? This is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
43.	i. Contractor IP: Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contract IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables. Question: Will the State please add: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
44.	n. Documentation All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any improvements to any of them. Question: The Participating Entity will always own its Data; however, Contractor cannot provide its confidential and proprietary information as defined in this section. Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
45.	s. Go-Live Date Question: Will the State please define what the "enterprise-wide installation of the System" is? This does not appear to be applicable to the electronic monitoring industry and unknown to	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	Contractor. If not applicable to electronic monitoring, will the State please delete?	
46.	gg. Participating State and 01-RFP Overview, page 2, About NASPO ValuePoint. A Participating State Agency's Procurement Department that is not the Participating Entity also assesses their home state administration fee for any Participating Addendum signed by their state agencies. In other words, the Contractor pays NASPO a 0.25% administrative fee but is also required to pay the Participating State their separate administrative fee. While the State of Connecticut has vetted the terms and conditions and pricing, the Participating State also requires quarterly reporting and assesses their own quarterly fee which Contractor pays to that Participating State Entity. Contractor pays two (2) separate quarterly administrative fees. Question: Is a separate administrative fee assessed to the Contractor by a State entity allowed under this new State of Connecticut Agreement? Is there a cap or limit to the quarterly fee that can be assessed by the State entity?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
47.	hh. Materials. Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
48.	II. Property. Subject to the supremacy of Master Agreement Section, Sovereign Immunity, any patent, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
49.	pp. Records. All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
50.	ccc. Title. All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the deliverable. Question. Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review

51.	hhh. User Acceptance Test. Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract. Question: This language seems to be applicable to another type of contract. Will the State please delete this definition?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
52.	iii. Warranty Period. The twelve (12) month period commencing upon the Acceptance Date for the System of Deliverable. Question: Will the State please delete this definition for leased products? While applicable to purchased products, leased products are under warranty for the duration of the contract.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
53.	Page 4, p. Force Majeure: Will the State please add supply chain disruptions to the list of force majeure events?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
54.	Page 9, 2. Term of Master Agreement; Master Agreement Extension - States the Master Agreement will be in effect from the date that the Connecticut Attorney General's Office approves it (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments. Question: Will the State consider a longer initial term? An initial term of three (3) years is a relatively short term for contracts in the electronic monitoring industry. Even with the optional extension for an additional three (3) years. It would be advantageous to the State to offer the same 10 (ten) year term as in previous NASPO cooperative agreements. Otherwise, it may be better for government agencies to sign direct contracts with contractors or go out to RFP for longer terms. In addition, a three (3) year term is not going to attract government customers midway or near the end of the initial term as the NASPO contract would be nearing expiration and not having a longer term in place will create a reason for a potential government customer to seek other contracting type opportunities.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
55.	Page 9, 3. Deliverables states "Contractor shall sell, transfer, convey and license"... - Will the State add lease to the list of deliverables? "Contractor shall sell, transfer, lease, convey, and/or license, as appropriate..."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
56.	Page 10, 3. Deliverables, a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum.... Question: Some government agencies will not sign a Participating Addendum. They will issue a Purchase Order in lieu of signing a Participating Addendum. Is this acceptable?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
57.	Page 10, 3. Deliverables, e. Participation and Payments. Question: Will the State please confirm it is always the responsibility of the Participating Entity to ensure it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
58.	Page 11, 4. Payments and Credits, b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end... Question: Will the State please change NET 45 to NET 30? NET 30 is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review

59.	Page 11, 4. Payments and Credits, d. Contractor may supplement Exhibit B to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement. Question: Will the State please clarify this clause? Is the State saying the Contractor may not supplement Exhibit B additional services and related items to the Participating Entity unless those additional services and related items are added by an Addendum to the Master Agreement first?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
60.	Page 11, 4. Payments and Credits, f. Price Adjustments 2. Price Adjustments are only allowed upon request when price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. Question: Where, as here, Contractor is the manufacturer, will the State allow price adjustment requests based on price/cost increases to Contractor due to market trends, supply chain disruptions, or other changes impacting Contractor?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
61.	Page 12, 6. Purchase Orders, d. Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation. Question: Will the State please clarify this clause. Is the State stating each Participating Entity, in addition to signing a Participating Addendum, needs to provide a Purchase Order? Not all government agencies issue Purchase Orders.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
62.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, a. 1. 2. 3. b. c. Question: Will the State please remove reference to UAT. Contractor places its equipment through rigorous testing prior to shipping. Contractor has procedures in place in the event equipment needs attention, it is taken care of through its RMA process. In addition, agencies are leasing equipment and not purchasing equipment.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
63.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement. The Participating Entity will always own its Data; however, no other intellectual property conveys. Purchasing Entity will lease the Deliverables, so it will not own them and should not have the right to alter, modify, create derivative works, etc. Question: Will the State please amend to include the following language: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
64.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, d. 1. Purchasing Entity shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Master Agreement and paid for by the Purchasing Entity. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own or commercial purposes. Question: This language seems to apply to another type of business. Purchasing Entity should not have the right to own any inventions or improvements to Contractor's IP. Each party should retain ownership to its IP independently created prior to or unrelated to the Master Agreement. Will the State please amend to include: "The parties agree that any	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property.	
65.	Page 14, 10. Data: Access and Ownership - Agency will always own its own Data; however, no other intellectual property rights convey. Will the State please include the following language: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
66.	Page 15, 4. Question: Will the State limit indemnification to third-party claims and damages? This language appears to be the purpose of this provision; however, it should clarify it's limited to third-party claims.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
67.	Page 15, 12. Data: Rejected Items; Abandonment – This language seems to be applicable to another type of business. Contractor has an RMA process for return of its electronic monitoring equipment. Question: Will the State please delete Section 12?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
68.	Page 16, 14. Maintenance and Support. Question: Will the State please delete this section? Contractor leases its electronic monitoring equipment; therefore, equipment is under warranty and the Participating Agency will receive the latest technology available.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
69.	Page 17, 15. Software and Source Code Escrow. Contractor shall deposit copies of the source code and object code of all Licenses Software used in the System and all other Materials necessary to operate the System in accordance with this Master Agreement (the "Escrow Deposit") with an escrow agent that is acceptable to the Lead State in its sole discretion, to be held and maintained under the terms of an escrow agreement... Question: Contractor cannot deposit copies of source code and object code with an escrow agent. Will the State please delete this Section? This Section seems to be applicable to another type of business. The whole provision should be stricken.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
70.	Page 19, 17. Will the State please clarify what it means by 'tranquil working relationship'?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
71.	Page 19, Other Warranties. 19.d. Other Warranties Contractor does not exclude implied warranties of merchantability and fitness. Question: Will the State please delete this language? Contractor cannot agree to exclude implied warranties of merchantability and fitness.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
72.	Page 21, 23. Termination: Can the Contractor cancel a Participating Entity's contract at any time for convenience and without cause by giving 30 days' written notice to the Participating Entity?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
73.	Page 22, 25. Open Market Purchases. Failure of the Contractor to Perform within the time specified... Question: Will the State please delete this Setoff section? In the unlikely event of an unexcused Breach, Contractor will work with Purchasing Entity. Contractor has been in business for over 26 years and has never experienced a breach. Contractor continuously conducts breach scenarios to keep its information safe.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
74.	Setoff. A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity. Question: Will the State please delete this language. It seems to be applicable to a different type of business. Contractor has never experienced a breach and goes to great lengths to protect its information.	
75.	Page 23, 27. Cross-Default. If the Contractor or Contractor Parties breach.... Question: Will the State please delete section 27. Cross-Default. Contractor has been in business for over 26 years and has never experienced a breach. This language does not seem to align with the electronic monitoring business.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
76.	Page 25, o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, will or serious violation;" Question: Will the State please clarify how this relates to the electronic monitoring industry? The language does not seem to be applicable and if not, will the State please delete section o?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
77.	Page 26, 34. Continuity of Systems Question: This section appears to apply to IT systems and phone system facilities. This section does not seem relevant to EM. Will the State please delete or clarify?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
78.	Page 28, 36. Disclosure of Contractor Parties Litigation. Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims. Question: Will the State please limit to third-party claims? Contractor will work directly with the Participating Entity in the event of any litigation.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
79.	Page 29, 37. c. Protection of Confidential Information, continued to page 29, c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	Question: This appears to apply to another type of business. Contractor does not collect credit card information. Contractor has never experienced a breach. Contractor performs continuous penetration testing to prevent a breach. Contractor cannot agree to provide, at its own expense, a credit monitoring and protection plan to all individuals affected by the breach. Will the State please delete this language? approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.	
80.	Page 31, 45.a. Audit and Inspection of Plants, Business and Records. Question: Contractor cannot allow various agencies to physically inspect it facilities and places of business due to the confidential nature of all other customers and agencies proprietary information. Contractor always welcomes a site visit and access to the agency's own data.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
81.	Page 32, 47. Indemnification. a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Question: Will the State please limit to third party claims? This is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
82.	SLA. Page 4, 3. System Performance, Non-Compliance. Contractor has proven system availability uptime. Contractor cannot agree to liquidated damages. Contractor plans ahead and notifies its customers of any system planned downtime for maintenance, which is kept at a minimum and conducted during non-peak hours. In addition, downtime could happen due to third party infrastructures over which the Contractor has no control. Question: Will the State please delete all references to incurring \$ charges?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
83.	Limitation of Liability - Will the State please add limitation of liability language to the Master Agreement? Suggested language: To the maximum extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, or data incurred by County or any third-party, whether in contract or tort, even if Contractor has been advised of the possibility of such damages	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	or if such damages are foreseeable. To the maximum extent permitted by applicable law, in no event will Contractor's cumulative maximum liability under this Contract exceed the amounts actually paid by County to Contractor under this Contract in the one year preceding the claim. The County acknowledges that the limitations of liability in this Contract and the allocation of risk herein are an essential element of the bargain between the Parties, without which Contractor would not have entered into this Contract. Contractor's pricing reflects this allocation of risk and the limitation of liability specified herein. Contractor neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the products, including liability arising out of the delivery or use of the products.	
84.	Exhibit C, Service Level Agreement and Maintenance and Support –Question: Will the State allow negotiations to the Service Level Agreement after award?	Proposer shall adhere to the RFP submittal requirement instructions.
85.	Exhibit C, Service Level Agreement and Maintenance and Support, D. Escalation, 1. Issue Severity – “In the event that more than one request within the same severity level is reported to the Contractor, Client Agency shall determine the priority of the requests.” Question: In the instance of a system issue and request for service, it is unlikely that the Client Agency will have the system knowledge required to determine the priority of the requests. Will the State please remove this line?	No.
86.	File Name 22PSX0021_Feb_7_23_solicitation_report_doc, Pages 23, items 27-28 – Proposals become the property of the State. Products developed under the contract also become property of the State. Question: Will the State include language to the effect that any product independently developed or already in the possession of Contractor prior to the contract remains the property of Contractor?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
87.	Does the lead agency for this solicitation currently use electronic monitoring products and services? If yes: a. Please provide the following information: Vendor name, quantities of all devices used, and model names of all devices used. b. Please list all Connecticut agencies that will be affected by this RFP evaluation and the programs eligible for award consideration. c. Will any Connecticut state agency be required to transition to an awardee under this contract if their incumbent vendor is not awarded for any category?	DAS does not utilize the master agreement. Participating Addendum(s) will be issued under the resulting Master Agreement(s) per Participating Entity(ies).
88.	Please provide a list of contracts by agency name that piggyback or ride the NASPO contract for Electronic Monitoring Products and Services.a. Please also confirm the approximate annual value for each agency with each respective vendor.	A list of state entities that have executed a Participating Addendum can be found at: https://naspo.valuepoint.org/portfolio/electronic-monitoring-2013-2022/ . a. This information is unavailable.
89.	Please confirm this will be a multi-vendor award, with each responsive vendor receiving placement on the Master Agreement.	The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP.
90.	Please confirm that vendors may submit follow-up questions if further clarification is needed after initial answers to questions are provided.	No.
91.	Reference RFP Introduction, Section 15. Software and Source Code Escrow a. This is not a typical requirement in our industry and has the potential to unintentionally create liability issues and exposure to vendors' proprietary information. Please confirm that any requirements asked for in this section apply to after an	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	award is made and would be met by the vendor consistent with the manner described "that is acceptable to the Lead State."	
92.	Reference RFP Attachment 1 RFP OVERVIEW a. Please confirm that any proposer must meet the specifications and is required to submit a proposal for at least one of Category 1, 2, or 3 in order to submit Category 4 for optional solutions such as smartphone technology, etc.	Proposer shall adhere to the RFP submittal requirements and instructions.
93.	Reference RFP Price Schedule, Exhibit B a. While some participating States include their Agreements and language allowing negotiations within this RFP, please indicate whether a proposer can negotiate lower pricing and services with any State or agency, at any time. b. Please confirm that agreed upon pricing does not affect the NASPO Value Point Master Agreement. c. Please provide guidance and direction on how NASPO expects to maintain pricing integrity such that price is not diluted on the Master Agreement post award. d. Should vendors offer equipment rental, leasing, and purchase pricing? i. Alternatively, can vendors propose only rental costs? (1) If yes, will vendors be docked evaluation points for not providing other options? e. Please further define Random / Scheduled Tracking Service as it applies to Category 1 Radio Frequency (RF) Monitoring.	a. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Proposers awarded a Master Agreement may offer lower pricing and/or higher discounts to Participating Entities and Purchasing Entities at any time. b. Pricing and other terms negotiated into a Participating Addendum or Order shall have no effect on the pricing and terms of the Master Agreement. c. Awarded Contractor(s) are bound by the pricing in their Master Agreements. d. Please refer to the RFP response requirements. e. Please refer to question 38.
94.	8. Reference Solicitation Selection Criteria a. Will there be multiple evaluators representing different agencies? i. If yes, do those agencies already buy Electronic Monitoring Products and Services via the NASPO cooperative agreement? (1) If yes, please provide the name of agency(ies) and vendor(s) used for their electronic monitoring program. b. Regarding Stage 2: "Technical Proposal Evaluation = 60% Weighted Criteria" i. What are the specific scoring criteria for this stage of the evaluation process?	The Multistate Sourcing Team includes but is not limited to; participants from using agencies. Please refer to the current Attachment 03 RFP Evaluation Plan.
95.	9. Reference RFP Response Requirement 01, Technical Proposal Response Document a. If the agency makes awards according to category (GPS, RF, Alcohol, Other), will there be multiple awards for each category? i. If yes, will the agency limit the number of those awards or impose a maximum number of awardees (for example, the top 3 vendors for each category)? b. Reference Section I. Selection of Category(ies) of Needs, Category 1: Radio Frequency Monitoring i. Please confirm an error in the fourth sentence: "by landline telephone or by cellular" should instead read "by landline telephone or by cellular" c. Section I. Selection of Category(ies) of Needs states that "The Multistate Sourcing Team reserves the right to request additional information as needed to verify, substantiate, or otherwise approve each alternative solution and/or system which may require virtual and/or in person demonstration(s)." i. Is there a requirement for the lead agency to field test for longer timeframes than a presentation as part of the evaluation process in Stage 2 Technical Proposal? d. Category 2. Alcohol Monitoring describes alcohol monitoring via breath analysis. Will NASPO also accept alternative alcohol monitoring solutions (for example, transdermal)?	a. The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP. b. Correct. "or" c. i. No d. i. Please refer to questions 5. and 6. e. Please refer to the requirement(s) and instructions as stated in the RFP. f. ii. No. g. No. h. i. No. The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	i. If yes, will NASPO please create a separate sub-category for those alternative alcohol monitoring solutions to ensure they are evaluated and awarded apart from the breath analysis solutions? e. Reference Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge, item 1. i. For this requirement, please confirm that proposers are to describe their qualifications and experience, including clients, scope, etc. generally over the last five years. ii. Please confirm that proposers are not required to list all clients and services. This would be a voluminous list and many agencies discourage and/or do not allow the release of their information in this manner without a request for public records made directly to the agency. f. Reference Section 2.0 Data Use, Supply Chains, and Information Technology, item 1. i. This section seems to ask proposers to answer questions under the premise of being an offender/client, i.e. someone who is ordered to wear an ankle worn device. As this seems inherently unusual, please describe with additional context the intent of this section and what the expectations are for proposers to answer hypothetically as an offender, etc. ii. Alternatively, please consider removing this section altogether. g. Section 4.0 Service Level Agreements and Additional Requirements for Products and Services, item 3.ii. requires that "Proposer shall... Guarantee the availability of repair parts Page 3 for a minimum of five (5) years after the Participating Entity's acceptance of any Product(s)." i. This is a three-year initial contract, but vendors must guarantee availability of repair parts for five years after the Participating Entity accepts any product under this agreement. Please modify this specification to include "or until termination of Participating Entity's utilization of this Agreement, whichever comes first." h. Section 4.0 Service Level Agreements and Additional Requirements for Products and Services, item 3.v. requires that "Proposer shall... Ensure repair parts are new." i. Considering the impracticality, cost, and customary industry practices, will like new repair parts also be acceptable? Please see question 11. below for additional explanation.	
96.	Reference RFP Attachment 2, Scope of Work, Section IV., Master Agreement Deliverables a. Section A. requires that "All equipment must be new, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement." i. This requirement is restrictive and not possible or practical in the electronic monitoring industry generally. Unless specifically made for purchase of an asset or fixed lease, vendors would not build new equipment each and every time a contract is procured generally or with intent to service under this Master Agreement. Electronic monitoring devices are generally placed into a rental pool of units that are returned, refurbished, updated and/or replaced before sending back out for use in the field and is an accepted practice nationally. Further, requiring only new units each time a contract is issued from this Master Agreement would significantly increase costs nationally and also impact supply chain limitations currently experienced by most, if not all vendors. Will the agency please consider removing the "must be new" and replace with "must be new or like new," with all other requirements remaining the same?	a. i. No. b.i. Please refer to questions 5. and 6. c. i. No. d. and e. Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate "not applicable." The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	b. Specification A.2. requires that “all Products and Services proposed under this RFP... Be capable of being worn on the Product User’s ankle.” i. Category 2 specifies Alcohol Monitoring as a “home breath analysis unit...”. Breath analysis units are not worn on users’ ankles but are generally hand-held devices that are carried by the user. Furthermore, there are many other contemporary monitoring solutions that are not ankle worn. Please modify this specification to allow solutions other than ankle worn. c. Specification A.8. requires that “all Products and Services proposed under this RFP... Connect to the proposer’s server(s) through a cellular network.” i. Categories 1 and 2 allow for landline connectivity. Please modify this specification to include landline connectivity. d. Specification A.13. requires that “all Products and Services proposed under this RFP... Be supplied with a backup location system in the event a GPS signal is not present.” i. This is not a common feature of RF or Alcohol Monitoring devices. Please confirm that it pertains only to the Category 2 GPS solutions. e. Specification A.18. requires that “all Products and Services proposed under this RFP... Collect and store GPS location points at a frequency not less than once every minute.” i. This is not commonly a feature of RF or Alcohol Monitoring devices. Please confirm that it pertains only to the Category 2 GPS solutions.	
97.	The last time this was released as WSCA 00212, WSCA chose three (3) providers for each Category. Will there be multiple awardees per product category? If it is different than last time, could you please share what NASPO plans to do with awards per product category?	The Lead State reserves the right to make multiple Master Agreement awards.
98.	Could the State please share how many units by Category of Need are deployed within each state currently on the NASPO contract 00212?	The Lead State does not have this information.
99.	Regarding page 3 of 34 - Response Requirement 01 – Technical Proposal Response Document – We have several questions related to this Document: To confirm, respondents fill out these for every Category of Need they intend to propose and can provide additional attachments to elaborate on the “response” section on the right?	Proposer shall adhere to the RFP requirements and instructions.
100.	Regarding page 5 of 34 - Response Requirement 01 - Technical Proposal Response Document – Item 4.0 and item 5.0 – Commercial Due Diligence - As providers we regularly interact with State or County entities and comply with all local, County and Federal law and statutes that affect the electronic monitoring programs. As providers of electronic monitoring, we are totally dependent upon our customers direction on which laws and statutes to comply with. Since this is a national contract vehicle can you better identify specific laws that respondents will need to address?	Proposers are expected to have a general understanding of the laws and legal issues applicable to the electronic monitoring industry and the products and services each Proposer is proposing, and a demonstration of such understanding should be reflected in Proposer’s response to Items 4.0 and 5.0. Contractors awarded a master agreement shall be wholly responsible for compliance with all applicable laws, including laws specific to Participating Entities with whom the Contractor has executed a Participating Addendum and to Purchasing Entities from whom the Contractor has accepted an Order. Participating Entities and Purchasing Entities may, but are under no obligation to, notify Contractors of jurisdiction-specific laws that may apply to the Contractor and the Contractor’s offerings.

101.	Regarding page 6 of 34 - Response Requirement 01 - Technical Proposal Response Document – item 6.0 – This requirement is mixing supply chain, sustainability, implementation, normal product support and maintenance and additional services together making this narrative overly broad and confusing considering supply chain is a much different category than sustainability and additional services. Should the categories of sustainability (disposal of products), supply chain(sourcing), implementation (delivering, implementation), product support (servicing/maintaining), and additional services (installing/removal) be separate allowing responders to elaborate more?	No response provided.
102.	Regarding page 16 of 34 – Section 2.0 – 1.0 Scenario – We have several questions about this: This scenario starts out stating “I am a Product user who must wear and/or use the proposed Products and Services.” We have some questions: a. Can you please define a product user? It sounds like the State is referring to the user agency as we read through the rest of proposal but in other parts product user would be a participant in EM programs. Is it the agency officer/staff or the defendant/offender that is wearing the technology and being monitored? b. If this scenario is defining is product user as an offender/defendant this doesn’t follow most vendor protocol of not sharing information with product users. This information would not be shared with the Product user but would be shared with the participating entities users. Would it be acceptable for respondents to answer these requirements as if we are discussing with the participating entities authorized staff? c. In item 1. You state that “extracted by the proposed Products and Services” Is this assuming that there is a case management software, or should we assume that we are receiving the enrollment information from a user agency?	a. Please refer to the Master Agreement definitions and those codified within the RFP. b. and c. Please refer to the requirement(s) posed per the RFP.
103.	Regarding page 21 of 34 – Requirement Response 01 – Section 3.0 1.0 – Product Specifications – Based on instructions we are to fill out a Response Requirement for each product that respondents wish to offer for consideration. Under product specifications there are specifications like 1,13 and/or 16 that are specific to GPS Satellite Monitoring and not to Alcohol Monitoring nor Radio Frequency Monitoring. In addition, breath alcohol monitoring devices are not worn on the ankle. If the same Requirement Response document is to be copied and used for all products, should we just note that specific requirements will not pertain to the other products that are being proposed?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
104.	Regarding page 34 of 34 – section 9 – Category 4 – Value-Added Technology and Services – Buddi will have optional products and services that may not be ready for sale or to offer in this Section 9 due to legal and regulatory reasons. If these products can’t be added to the Optional submittal now, can Buddi offer these products and services later and before the initial three-year contract term has expired? If so and if awarded, what is the process to offer new products and add them to the existing agreement?	Proposer should include the aforementioned in Category 4., however, the Lead State and NAPSO ValuePoint are not required to add additional Products and/or Services after Master Agreement award.

105.	Regarding Response Requirement 2_Information Tech. and Security – Tab 1 – B.5 – We have questions about this: Most vendors have analytical tools that can be used for investigation, behavioral changes with specific participants but they all depend on using the data that the software generates and then using that a tool. We have questions about this: If you add to the requirement that respondents are going to use State defined measures and dimensions, then what State(s) measures and dimensions do we use? If NASPO – Value Point is a national program that participating states/counties can use, then do we have to factor all measures and dimensions that possible product users are going to use? Are you looking for examples and the ability to customize the analytical tools based on product users’ dimensions and measures? Are you looking for examples of respondents’ current analytical tools? Regarding Response Requirement 2_Information Tech. and Security – Tab 1 - B.6 – We have questions related to this: Could you please clarify this requirement? When you describe proposed solution and it feature, we believe you are asking respondents to summarize in some detail their web-based interface (software)? When NASPO states how the “features relate to the State account” what account are you referring to or are you referring to all accounts that we might support?	Response Requirement 2. Information Technology and Security Document has been revised and reissued.
106.	When referring to the State, are you referring to the State of Connecticut and programs of similar size and complexity?	The State and/or Participating Entity.
107.	Regarding Response Requirement 2_Information Tech. and Security – Tab 3 – item I.9 – There are many versions that deal with at Buddi. Are you asking about the current software, firmware, or generation of the product version or something else?	Please refer to the question posed.
108.	Regarding Response Requirement 2_Information Tech. and Security – Tab 5 – L.5 – Could you please clarify what this is asking for? It is unclear as to what in our IT/software solution you have a question on. Does it have to do with user permission(s), or does it have to do with various rules that we have?	Please refer to the question posed.
109.	Regarding Response Requirement 2_Information Tech. and Security – Tab 5 – item L.8 – We have question regarding this: a. Could you please clarify if the requirement is asking to display the successful login attempts to the agency user or to the administrator? b. If the agency user logs in successfully and gains access to the software, why would they need to have a notification that they logged in successfully? c. Could you please clarify if the requirement is asking if the agency user sees the number of unsuccessful attempts or the administrator in real time or through a report?	Please refer to the question posed.
110.	Regarding Attachment 02 – Scope of Work – Page 1 – I. General Requirements – Third paragraph is asking respondents to provide lease and/or purchase options on exhibit B. Can the State please document and share how many existing Participating Entities on the current contract 00212 have purchased equipment?	The Lead State does not have this information.
111.	Regarding Attachment 02 – Scope of Work – I. General Requirements – 5th paragraph states “ <i>The Lead State may require virtual and/or in person demonstrations(s) of any</i>	Not at this time.

	<i>Products or Services.</i> ” Is there a tentative “Save the Date” scheduled for virtual and/or in person demonstration(s)?	
112.	Regarding Attachment 02 – Scope of Work – Page 1 of 10 – II. Categories of Needs -A. Category 1: Radio Frequency Monitoring (“RFM”) - We have questions regarding this section: The requirement reads “The home receiver transmits data to the vendor’s monitoring center by landline telephone or by cellular communication.” Is this “or” supposed to be “or” in this sentence? If not, could please clarify?	This should be “or”
113.	Is an “ankle bracelet” the only acceptable form of equipment allowed on the product user, or can alternatives be proposed?	Additional Product and/or Service solutions are welcomed.
114.	Regarding Attachment 02- Scope of Work – page 2 of 10 – the requirement reads as “An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data and voice communication to the proposer’s monitoring center.” There are devices out there that meet the requirements except for the last underlined part. If possible, this requirement is unnecessary since alerts are delivered through cellular data and then can be actioned by the monitoring center where live voice communication can be part of the rule alert protocol. This voice communication is best sent to the participants (wearers) or the participating entities users and not to the monitoring center. Will the requirement be met if alert notifications can be sent as voice to the clients or participating entities users and not the monitoring center or change the requirement to the requirement reads as “An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data or voice communication to the proposer’s monitoring center”?	This requirement will not be changed.
115.	Regarding Attachment 02 – Scope of Work – Page 3 of 10 – III. Master Agreement Objectives– item M. The requirement states <i>“Provide information technology software solution(s) including but not limited to SaaS solutions, inclusive of all required maintenance, support and training for Users and Product Users.”</i> We have questions about this: a. Are you asking for the Product User to have access to the IT software solutions? This might occur on some optional services proposed like Check in APP’s but not the normal Category of Needs, correct?	No response provided.
116.	Regarding Attachment 02 – Scope of Work – Page 3 of 10 – IV. Master Agreement Deliverables – A. Product and Service Specifications – item 3. Item 3 has no quantifiable in size or in weight to describe lightweight and small and devices vary wildly in size and weight. We have questions about this: a. Would it be helpful to define the weight and dimension minimums to better define in quantifiable terms “small” and “lightweight” to those respondents? b. Do respondents get additional points or percentage if their device is the most “lightweight” and “small?” c. Is this a critical category and evaluation for the State?	a. Proposer may respond as proposer deems necessary to provide a response. b. No. c. No response provided.
117.	Regarding Attachment 02 – Scope of Work – Page 9 of 10 – item 11. Training Requirements for Users and Product Users – subitem i and ii – You are again asking respondents to provide various types of training to product users (offenders) or to just the participating entities authorized staff?	Both.

118.	Regarding Attachment 03 – RFP Evaluation Plan - In the bolded requirement that states, <i>“Only those Proposers with a minimum rating of 75% of Stage 2 will proceed to Stage 3 and Stage 4.”</i> Stage 2 says that this section has an evaluation weight of 60%. However, the 75% in the above requirement is based on a score or some other objective measurement. If there is a score or total points that can be awarded, what are they or where can I find the scoring in the RFP documents so we can evaluate what 75% represents?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 Evaluation Plan.
119.	Regarding Attachment 4 – Master Agreement – page 31 of 41 – 46. Audit Requirements for recipients of State Financial Assistance – Buddi is a publicly traded company so audited financial statements are required annually. This would meet this requirement, correct?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
120.	Regarding Attachment 4 – Master Agreement – page 36 of 41 – 50. Risk of Loss and Insurance – f. Professional Liability – “During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate.” We have questions on this requirement: Is there a specific reason for this insurance requirement? We ask because this increases the cost of insurance which has gone up over 40% in less than two years. Requiring these higher insurance coverages could increase the cost of the products and services that are offered. For years \$2-3,000,000 on GL, Professional Liability and Cyber Security was sufficient. However, we have seen this go up and there are far fewer insurance companies willing to underwrite these higher amounts.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
121.	If respondents don’t currently meet the professional Liability now, will they be afforded the opportunity to purchase the higher levels of insurance if awarded?	Yes.
122.	Regarding Attachment 4 – Master Agreement – Exhibit C – Service Level Agreement – page 1of 9 – Do respondents need to complete the Exhibit C or will this be completed with the awarded vendor(s)?	Please refer to the RFP requirement instructions.
123.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 2 - Continuous Signaling - We have read the instructions and granted there are some vendors who break down the cost between equipment rental and monitoring cost, but for most vendors provide one daily rate for active units. The State is asking vendors to provide <i>“The daily rental rate per unit based on active Product User”</i> and then <i>“The daily cellular monitoring Service Rate per unit based on Active User.”</i> Do you want it broken down into two components – equipment rental and automated monitoring cost for landline/cellular monitoring?	Please refer to the RFP requirement 3 cost proposals as solicited and respond as instructed.
124.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 2 - Random Scheduled Tracking –What is the difference between Continuous Signaling and Random Scheduled Tracking? If we do not offer this service, do we leave it blank or complete with n/a n the columns?	Please refer to question 38.
125.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 3 – Mobile Drive-By Receivers – With GPS chipsets being added to most if not all RF electronic monitoring base units, the need for Mobile Drive-By units are becoming obsolete or not used much. If the mobile APP that respondents offer can	Please refer to the RFP requirements.

	determine whether the product user is in their residence, can we propose this?	
126.	Regarding Exhibit B Cost proposal Price_Category 1 Radio Frequency – Tab 6 – Could the State please clarify what the difference is between optional alert notification # 2 and #5? Does the difference relate to #5 adding the user as part of the verbal notification where #2 does not?	Please refer to the RFP requirements.
127.	Regarding Exhibit B Cost proposal Price_Category – 2 – Alcohol Monitoring and Service – The first tab after instructions describes Stand-Alone Equipment. It is defined as Stand Alone Product with Receiver/Home Monitoring Unit (Landline and/or cellular). The description of alcohol monitoring here is very old technology that was popular when the last WSCA RFP was release in 2012 but since then most of this technology has been replaced with remote alcohol monitoring equipment deep lung sample equipment. Can respondents propose that here and can this cost proposal schedule be changed and re-released to include remote alcohol monitoring including replacement cost for just the alcohol monitoring device + Stand Alone Product?	Please refer to the RFP requirements.
128.	Regarding Exhibit B – Cost Price Proposal – Category 3 – Satellite Tracking and Remote Tracking Service – On tab #1 (after instructions) the State has provided columns L&M for replacement cost. We have questions related to this: Column L (One-Piece Body Worn Device -per unit) is clear enough but along with our solution/kit, we provide the On-Body-Charger, The charger dock, a strap, and potentially an optional RF Beacon. Where do detail the descriptions?	Please refer to the RFP requirements.
129.	Column M (Additional accessory that was included with the product per unit) will show the cost of the different components described in item a.) but will not provide description of the item in the current format. Does this matter?	A description may be added in column B.
130.	In the instance of optional items like RF Beacons that is \$150.00 which may or may not be used which could affect overall replacement, do you want to see optional products replacement cost, and will the additional items affect evaluation negatively?	Please refer to the RFP requirement instructions.
131.	May we please have a listing of the company names who have submitted questions included with the answers to questions?	This information is not issued. Unless a company by way of their answer submitted a question in which they reference their name.
132.	We have questions regarding the RFP schedule of events: a) Is the proposal opening public or accessible virtually/remotely and, if so, will you please provide details? b) Following the proposal opening, are all Proposer company names recorded somewhere publicly accessible or in response to an email request and, if so, will you please provide details? c) When do proposals become public record? d) What is CT DAS' preferred method for interested parties to request access to such public records and who is the contact person/contact details to whom such requests should be submitted? e) Approximately what date is the notice of award/award anticipated to occur? f) Will CT DAS notify all Proposers of an intent to award/award and, if so, what method will CT DAS use to notify Proposers (Email? CTsource? Other?)	a. No b. No c. Upon Master Agreement award. d. Interested parties may refer their inquiry to DAS. e. Master Agreement awards are anticipated to be completed in April 2023. f. Master Agreement award notifications will be issued via CTsource. The Contract Administrator of record may also contact Master Agreement awardees via email in addition to use of CTsource.
133.	CTsource Solicitation Summary solicitation files include; Response Requirement 1. Technical Proposal, Response Requirement 2_Information Technology and Security and Response Requirement 4. Master Agreement Review however, there is no Response Requirement 3 on CTsource. Will you	Response Requirement 3. refers to the applicable Exhibit B. Cost Proposal(s) per the RFP requirements and instructions.

	please either post Response Requirement 3 on CTsource and advise or confirm via reply that there is no Response Requirement 3?	
134.	CTsource Solicitation Summary, SOLICITATION PROVISIONS calls out “As defined in Connecticut General Statutes §§ 14-1 and 14-163c(a), a vehicle will be required in the contract resulting from this solicitation and Respondent agrees to comply with the ConnDMV’s administrative review for motor carriers” Will you please clarify in detail specifically how “a vehicle will be required” for this contract or confirm that this language is not applicable?	This provision will only apply to the Lead State Participating Addendum and will not apply to the Master Agreement.
135.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Guaranty or Surety: 11. Proposal and or performance bonds may be required...” “Proposal and or performance bonds” may impede competition and increase cost. Will you please clarify in detail specifically what “Proposal and or performance bonds may be required” for this contract and detail the corresponding value of each or confirm that this language is not applicable?	Performance bonds are not required as an RFP submittal requirement at this time but may be required by a Participating Entity via their specific Participating Addendum
136.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Samples: 12...testing.” Will you please clarify in detail specifically what “Samples: 12...testing” may be required for this solicitation and also quantify specifically how it applies to the SOLICITATION SELECTION CRITERIA or confirm that this language is not applicable?	Samples are not required as an RFP submittal requirement at this time but Proposer may need to provide a Product and/or Service demonstration as a part of RFP evaluations.
137.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Award:13. A contract will be awarded to the Respondent or Respondents...” The incumbent NASPO contract awarded three (3) Contractors per category (five (5) Contractors overall) – How many Contractors per category will CT DAS award at a minimum?	The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP.
138.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Contract:...28. Ownership of Subsequent Products Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.” As presently written, this language is a potential conflict to leading Contractors, many of whom engineer/develop technologies for distribution throughout the market as their principal business. Is CT DAS amenable to amending this language whereby the Contractor retains sole Ownership of Subsequent Products however, grants the State a perpetual use license for the term of the contract?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
139.	CTsource Solicitation Summary, SOLICITATION SELECTION CRITERIA, Evaluation Criteria calls out “Stage 1: Initial Responsiveness Administrative Review by Lead State 1. Proposer’s response to CTsource submittal requirements and questions. Please note proposer provided reference may be contacted by the Lead State. The States of Connecticut, Idaho and the District of Columbia cannot be provided as client references.” This prohibition is an unfair restriction on leading incumbent NASPO Contractors. Are Connecticut State agencies other than Department of Administrative Services also prohibited as references (Example: The Connecticut Judicial Branch, Court Support Services Division is one of our largest, longest tenure, most	Any restrictions posed by this requirement is hereby removed. Proposer may use any agency within the States of Connecticut, Idaho and the District of Columbia.

	complex scope, incumbent Participating Entities – May we use them as a reference and if not, will you please explain why not?	
140.	CTsource Solicitation Summary, SOLICITATION SELECTION CRITERIA, Evaluation Criteria; a) Specifically who will perform “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria” - CT DAS alone? Sourcing Team alone? Combination of CT DAS and Sourcing Team? Other? b) Specifically how will “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria” use the price elements of Exhibit B. Price Schedule Cost Proposal for Category 1 Radio Frequency, Exhibit B. Price Schedule Cost Proposal for Category 2 Alcohol Monitoring and/or Exhibit B Price Schedule Cost Proposal for Category 3 GPS Price Schedule to calculate the “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria”?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 RFP Evaluation Plan.
141.	CTsource Solicitation Summary, Questionnaire, Company Information calls out “Is your company a micro-business or Veteran's owned micro-business...Contractors that do not include the required documentation with their bid submission will not be considered for this preference.” Will CT DAS please identify the specific “preference” that may be granted and also quantify specifically how it applies to the SOLICITATION SELECTION CRITERIA?	Please refer to CTsource for any indicated preferences.
142.	01 - RFP Overview, III. SCOPE OF WORK calls out “The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years, with the option to exercise renewals totaling up to an additional three (3) years following the initial term, upon mutual agreement by the Lead State and Contractor.” Additionally, 04 - Master Agreement calls out “2. Term of Master Agreement; Master Agreement Extension This Master Agreement will be in effect from the date that the Connecticut Attorney General's Office approves it (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.” The maximum duration of contract term including optional renewals is a major deciding factor for most Participating Entities when selecting a cooperative contract. Acknowledging this, would CT DAS please consider amending this contract term to at least mirror the term of the recent national cooperative contract for Electronic Monitoring by Omnia Partners of “five (5) years, with the option to exercise renewals totaling up to an additional two (2) years”?	No. Please refer to the instructions for Response Requirement 4. Master Agreement Review
143.	02 - Scope of Work, I. General Requirements and also Response Requirement 1. Technical Proposal, III. Submittal Response Requirement: call out “The Lead State may require virtual and/or in person demonstration(s) of any Products or Services proposed at the sole expense of the proposer.” Will you please clarify in detail specifically what “demonstration(s)” may be required for this solicitation and also quantify specifically how they apply to the SOLICITATION SELECTION CRITERIA or confirm that this language is not applicable?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 RFP Evaluation Plan for more information.
144.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications call out “Proposer shall only propose new equipment that has been properly registered and certified under the Federal Communication Commission (“FCC”) rules and regulations, as applicable. All equipment must be new,	The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement. Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Master Agreement." Additionally, 02 - Scope of Work, VII. Additional Requirements for Products and Services:, ...D. Maintenance, Support and Servicing Technicians, Preventative Maintenance and Repair Parts and Service Logs:, ...3. Preventative Maintenance & Repair Parts, if applicable: and also Response Requirement 1. Technical Proposal, 2.0 Service Requests from Participating Entity and/or Product User:, Maintenance, Support and Servicing Technicians, Preventative Maintenance and Repair Parts and Service Logs:,3. Preventative Maintenance & Repair Parts, if applicable: call out "v. Ensure repair parts are new." As presently written, this language will needlessly increase cost and work, especially to incumbent Participant Entities' officers. Will CT DAS please confirm that newly manufactured, unused equipment is NOT required rather, that used/pre-owned, clean equipment of the latest generation technology is acceptable, as is commensurate with electronic monitoring industry standards and please amend these requirements, as follows?: "Proposer shall only propose new or used/pre-owned equipment of the latest generation technology that has been properly registered and certified under the Federal Communication Commission ("FCC") rules and regulations, as applicable. All equipment must be new or used/pre-owned, of the latest generation technology, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement. Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of life that are anticipated during the initial term of the Master Agreement." and also "v. Ensure repair parts are new or used/pre-owned, of the latest generation technology."	
145.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications and also Response Requirement 1. Technical Proposal, Section 3.0 Product Specifications, 1.0 Product Specifications call out "...Per including but not limited to; the standards set by the Federal Department of Justice on electronic surveillance and/or monitoring, all Products and Services proposed under this RFP shall meet the following requirements" A number of the subsequent referenced items apply only to GPS - NOT all apply to RF and/or Alcohol, such as: "1. Operate in active, passive and hybrid modes....9. Be configurable to utilize multiple cellular towers within the Participating Entity for optimum Product User location tracking.10. Recognize wi-fi availability and roaming on cellular networks other than that of the primary cellular service provider.11. Be supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours. 12. Be supplied with the functionality for Participating Entity personnel to communicate with the Product User through the Product and/or Service which may include but may not be limited to; by voice, text, tone, vibration, light emitting diode, liquid crystal display.) 13. Be supplied with a backup location system in the event a GPS signal is not present. 14. Accurately restrict a	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate "not applicable."

	Product User to the geofenced area(s) established by the Participating Entity which may include but not be limited to a range of 35 to 150 linear feet of the Product User's home and/or residence and be able to report the location of a Product User outside any structure and/or building....16. Collect and store GPS location points at a frequency not less than once every minute." Accordingly, may Proposers mark these "N/A" accordingly where they are not applicable for each separately proposed technology?	
146.	02 - Scope of Work, V. Proposer Responsibilities and Tasks, B. Product and Service Delivery and Performance Requirement and also Response Requirement 1. Technical Proposal, Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge. 9.0 Product and Service Delivery and Performance Requirement: call out: "Proposer 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. In addition, proposer's "brick and mortar" locations inclusive of all data centers must be based in the United States." a) Upon the basis of CT DAS' use of the plural tense of the word "centers", will CT DAS please confirm that this applies to both the primary data center as well as the secondary data center and also the primary monitoring center and secondary monitoring center? b) If so, will CT DAS please amend this requirement, as follows?: "In addition, proposer's "brick and mortar" locations inclusive of all data centers and monitoring centers must be based in the United States."	a. Yes.
147.	02 - Scope of Work, V. Proposer Responsibilities and Tasks, C. Staffing and Project Management Requirements calls out: "...E. For each awarded Category of Need including Category 4. If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity." Additionally, Response Requirement 1. Technical Proposal, Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge. 11.0 Compliance with Federal, State and Local Laws and Participating Entity Regulations calls out "If awarded under this Category of Need, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity." As presently written, these are unreasonable as they expose Contractors to unforeseen government-imposed terms and unidentified excess costs. Will CT DAS please amend these requirements to read, respectively, as follows?: "...E. For each awarded Category of Need including Category 4. If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity, as mutually agreed via written amendment to each Participating Addendum." and "If awarded under this Category of Need, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity, as mutually agreed via written amendment to each Participating Addendum."	If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity. If a new federal, state, or local regulation results in an unreasonably excessive increase in costs, Contractor shall submit for review by the Lead State a request for price adjustment in accordance with the Sample Master Agreement. The Lead State may (i) deny the price adjustment request, at its sole discretion; (ii) approve the price adjustment request and adjust the pricing in the Master Agreement, to be effective no sooner than sixty (60) days after receipt of the Contractor's request; (iii) for jurisdiction-specific regulations, refer the price adjustment request to the applicable Participating Entity or Purchasing Entity for resolution.
148.	04 - Master Agreement, EXHIBIT D NASPO VALUEPOINT PROVISIONS, 2. Administrative Fees calls out "a. NASPO ValuePoint Fee" and "b. State Imposed Fees." Does CT DAS	No.

	have an Administrative Fee and, if so, what is the value of the Administrative Fee and is it imposed on all Participating Entities on the Master Agreement or only imposed on Participating Entities from within Connecticut?	
149.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring and Exhibit B Cost Proposal Price Schedule_Category 3 GPS – Upon the basis of the limited character length/formatting of the cells within these MSExcel files, may Proposers please footnote the response cells in a corresponding footnoted MSWord/PDF format?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
150.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, Purchase Price (per unit) – Is this to outright purchase the entire RF unit (bracelet + home unit) and, if so, may we please amend the table to include two (2) separate columns labelled; “Purchase Price (per landline unit)” versus “Purchase Price (per cellular unit)”?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
151.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
152.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
153.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on the “Description of Service” column, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
154.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Mobile Drive-By Receiver tab, Charge for Direct Product User Billing – Mobile Drive-By Receivers are devices used only by Participating Entity’s designated officers (never by Product Users). As such, Charge for Direct Product User Billing is not applicable – May we please mark these response cells N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
155.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer’s Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
156.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Alert Notifications tab – May we please edit and complete the Description of Service and/or Daily Rate and/or Per Call Rate cells, as applicable?	Please refer to the RFP requirements and instructions.

157.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Stand Alone Equipment tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Please refer to the current Attachment 03 RFP Evaluation Plan.
158.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Stand Alone Equipment tab – May we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
159.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Transdermal Equipment tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
160.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Transdermal Equipment tab – May we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
161.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer's Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
162.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, may we please add an Alert Notifications tab like the one on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
163.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, One-Piece Body Worn Product tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program – May we please footnote the cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
164.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, One-Piece Body Worn Product tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s). Please refer to the current Attachment 03 RFP Evaluation Plan.

	of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	
165.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Multi-Piece Body Worn Product tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program – May we please footnote the cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
166.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Multi-Piece Body Worn Product tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
167.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer's Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
168.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, may we please add an Alert Notifications tab like the one on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
169.	Response Requirement 1. Technical Proposal calls out “III. Submittal Response Requirement: Proposer must submit the Response Requirement 1 form indicated below for each Category of Need proposed. Do not combine Categories of Need. For example, if proposer responds to two Categories of Need this form is to be submitted twice, once for each Category of Need proposed. Forms that include multiple or combined Categories of Need may be deemed by the Multistate Sourcing Team as non-responsive.” We have multiple questions: a) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency calls out all of the following; Continuous Signaling, Random Scheduled Tracking, Mobile Drive-By Receiver and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; Continuous Signaling, Random Scheduled Tracking, Mobile Drive-By Receiver and Proposer Provided User Services? b) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring calls out Stand-Alone Equipment, Transdermal Equipment and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; Stand-Alone Equipment, Transdermal Equipment and Proposer Provided User Services? c) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 3 GPS calls out One-Piece	a.b.c. and d. The Lead State's preference is that separate responses be provided.

	Body Worn Product, Multi-Piece Body Worn Product and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; One-Piece Body Worn Product, Multi-Piece Body Worn Product and Proposer Provided User Services? d) Will you please confirm that one/the same Exhibit B. Cost Proposal and Narrative for Category 4 may be submitted including Cost Proposal and Narrative for all Category 4. Value-Added Technology and Services?	
170.	Response Requirement 2_Information Technology and Security. Upon the basis of the limited character length/formatting of the MSExcel file, may Proposers please footnote the Response cells in a corresponding footnoted MSWord/PDF format?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
171.	Response Requirement 2_Information Technology and Security, Technical Compliance tab, cell D3 calls out "Response Required (Drop Down) Fields in black can be skipped." Will you please confirm that requirements on the Technical Compliance tab and Security Info tab with blackened cells in columns D of both, do NOT require Proposer responses?	Yes.
172.	Response Requirement 4. Master Agreement Review, Response Requirement 4. Proposer Submittal Instructions: calls out "2. Proposer shall provide any proposed edits and/or exceptions to the Master Agreement and/or exhibits using Microsoft Word Track Changes and title the uploaded submittal as "Response Requirement 4. Master Agreement Submittal."" The file Response Requirement 4. Master Agreement Review is in a non-editable PDF format – To comply with these instructions, will CT DAS please provide/post on CTsource an editable MSWord file version of Response Requirement 4. Master Agreement Review?	Proposer may convert the PDF to Microsoft Word and upload the Microsoft Word version per the applicable RFP requirement instructions.
173.	Item IV. Master Agreement Deliverables, Section A. Product and Service Specifications: states; "Proposer shall only propose new equipment that has been properly registered and certified under the Federal Communication Commission ("FCC") rules and regulations, as applicable. <i>All equipment must be new, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement.</i> Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Master Agreement" Will the State/NASPO please consider amending the requirement for "new" equipment? All Vendors in the EM industry utilize refurbished equipment with their customers in order to keep the pricing as competitive as possible for the participating Agencies. If Agencies are purchasing only "new" equipment from the manufacturers, the pricing will be significantly higher than necessary. We would encourage the State/NASPO to consult current participating Agencies on this topic and amend the specification accordingly.	The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

174.	Re: Exhibit B, Cost Proposal Price Schedule – Category 3 GPS, One-Piece Body Worn Product. Please clarify pricing that is being requested in Column D (MSRP- per unit) Are vendors to list the cost for a participating agency to purchase a new GPS unit? Or are vendors to list the total daily cost per unit inclusive of the daily rental and monitoring fees?	Please refer to the RFP requirements.
193.	Re: Exhibit B, Cost Proposal Price Schedule(s). Will the State please clarify if proposers should submit the Exhibit B, Cost Proposal Price Schedule(s) in Excel format or PDF format	Excel format.
194.	Response Requirement 01 - Technical Proposal Response Document. Section III. The Submittal Response Requirement states “ <i>Proposer must submit the Response Requirement 1 form indicated below for each Category of Need proposed.</i> ” Since the Response Requirement 1 form was provided in PDF format, will the State allow proposers to recreate this form to allow for detailed responses? To ensure proposer identification during review and evaluations, will the State allow proposers to place the “Response Requirement 1 form” on the Proposer’s letter head?	Proposer may convert the PDF to Microsoft Word and upload the Microsoft Word version per the applicable RFP requirement instructions. Please refer to the current Attachment 03 RFP Evaluation Plan.
195.	Attachment 02 Scope of Work – Will the State please clarify if Proposers are to respond to each requirement listed within the Scope of Work and submit with their proposal	Yes.
196.	Requirement 1. Technical Proposal, all Sections: Does the state prefer that vendors provide answers within the allotted space in the table, or can vendors provide answers below a requirement. For example, Section 6 -1 requires a Quality Assurance Plan. This may not fit into the table as is and could either be provided underneath that particular requirement or provided as an appendix. As some of these requirements run together (e.g., Section 3-1), it may be difficult to align the response (and provide graphics as required) to each requirement if required to answer within the table.	Proposer should make every effort to use the format as provided. The quality assurance plan may be provided as an appendix as long as proposer indicates which item # in the requirement it correlates to.
197.	Requirement 1. Technical Proposal, Section 9 (Value Add): Are all Value-Added options to be aligned with RF, Alcohol, or GPS, or is there a preferred way to submit a Value Add that may not specifically align with these requirements (e.g., applications)? The pricing indicates they would be separate, but the technical document indicates only aligned by category of need.	Please refer to the RFP Overview document for instructions.
198.	Requirement 1. Technical Proposal, Section 2 – 11 (Cyber Insurance): Should this be added as an Appendix and noted as compliant?	Proof of insurance overages required pursuant to Section 60. Risk of Loss and Insurance, should be uploaded into proposer’s CTsource vendor account profile.
199.	Based on responses to all vendor questions, will the State allow additional questions to be submitted?	No.
END		

6.	Category 2: Alcohol Monitoring: The AM category overview describes interest in a home breath analysis unit that confirms identity through a voice or imaging recognition system. It does not appear to include transdermal continuous alcohol monitoring. However, the Cost Proposal requests pricing for transdermal. Would the Lead State please confirm that the AM category includes both transdermal and remote breath analysis technologies?	Yes but proposer(s) are encouraged and may offer additional Product and/or Service solutions that meet Category of Need 2. Alcohol Monitoring. Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
7.	Because answers to vendor questions will not be posted until March 3, this will only give vendors approximately eight business days to review and revise/complete proposals based on the Lead State's answers. To allow adequate time for review and revisions, would the Lead State please consider how answers may impact proposals and extend the due date two to three weeks from the date Q & A is posted?	No.
8.	In order to submit a proposal to the RFP, does a vendor have to already be on the master NAPSO agreement or can a vendor submit and if approved, be added to the master agreement and states can order from us off the agreement?	No.
9.	Is there a recording or transcript available from the pre-bid meeting? If so, what is the best way for us to access this?	No.
10.	Will multiple vendors be eligible for an award? If so, is there a limitation on how many vendors will be awarded?	Yes. There is no capped quantity of vendors.
11.	Do we need to fill out one "Response Requirement 2_Information Technology and Security" document for each category?	Proposer shall complete and submit one Response Requirement 2. However, if there are differences between each Category of Need proposed proposer shall complete and submit additional Response Requirement 2. for each additional Category of Need.
12.	22PSX0021_Feb_8_23_solicitation_doc - Do we need to fill out? If so, the format is not appropriate for filling out. Please send/post an updated form.	This is a CTsource solicitation summary document. Please register via CTsource to complete an RFP response: https://portal.ct.gov/DAS/CTSource/Registration
13.	As it relates to alcohol monitoring, may we submit more than one solution (for example, transdermal alcohol and breath alcohol)?	Yes. Please refer to questions 5 and 6.
14.	In reference to Section IV, Question 11, does this relate to transdermal alcohol or only GPS?	Please refer to questions 5 and 6.
15.	Re: Response Requirement 2. Information Technology and Security submittal: Is the proposers company name the only thing required on the "Contact" tab? Please confirm if anything further is required.	Yes, that is a cover page.
16.	Regarding the CTsource question : "Pursuant to Conn. Gen. Stat. § 9-612, do you certify that a current campaign certification has been uploaded in your supplier account at the time of your solicitation response"? Would the Lead State please clarify how the "supplier account" can be accessed to be uploaded. There is not a place to upload this form in CTsource, so we are unsure as to what account this refers to.	Proposer shall upload this document under their CTsource registered account profile. Please register via CTsource: https://portal.ct.gov/DAS/CTSource/Registration
17.	Will the Lead State accept claims made if contractor agrees to purchase an extended reporting period ("tail" coverage) for a minimum of three (3) years following completion of the performance of the Agreement?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
18.	In the past RFP's from NASPO for Electronic Monitoring Products and Services the corporate experience requirement was three years. Will NASPO and Connecticut consider revising the five-year minimum requirement back to three?	No.

19.	If an offeror does not have the five years in business, will NASPO and Connecticut consider the experience of key personnel, affiliates, or subcontractors?	No.
20.	In Attachment 02 – Scope of Work, Section III C - Master Agreement objectives, you state “Provide the best possible value for state-of-the-art Products and Services.” With that in mind the latest state-of-the-art technology is wearable on the wrist. Will wrist worn GPS devices be accepted for the GPS device category 3 or will NASPO be willing to add a new category for “wrist worn only”?	Wrist worn or additional Product and/or Service solutions are welcomed.
21.	In Attachment 03 - RFP Evaluation Plan It states, “Only those Proposers with a minimum rating of 75% of Stage 2 will proceed to Stage 3 and Stage 4”. What weighted percentage value will be given to each question within the Technical Response and Information Technology and Security component of Response Requirements 1 and 2?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to CTsource and the current Attachment 03 RFP Evaluation Plan for more information.
22.	02 - Scope of Work, I. General Requirements, third paragraph states, “the Participating Entity reserves the right to buy, lease and/or rent physical Products and/or devices.” Is it a requirement to offer both purchase and lease models for the contract, or will the State accept proposals from vendors who choose only to lease the products?	The Lead State may consider a lease only option.
23.	02 - Scope of Work, II. Categories of Needs, D. Optional: Category 4. Value-Added Technology and Services, #1 includes the term “cross-jurisdiction tracking.” Will the State please provide a definition for cross-jurisdiction tracking? Are there specific examples you can provide?	Cross jurisdiction tracking is made in reference to proposed Products and/or Services ability to monitor or otherwise track a Product User across town, county and/or state borders.
24.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications requires proposers to “only propose new equipment.” While this makes sense if agencies plan to purchase the equipment, it is not usual and customary for customers who lease the equipment. Requiring vendors to provide new leased equipment will necessitate an increase in the daily lease rate and will also be an inconvenience to current NASPO customers who will need to swap out the entire current inventory of leased products. Will the State please revise the requirement from “new” to “like new”?	No. The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.
25.	03 - RFP Evaluation Plan, Stage 4: Master Agreement Review = 10% Weighted Criteria. Will the State please provide further clarification on how the criteria will be evaluated? For example, will points be subtracted based on the number of suggested edits and/or exceptions submitted? Or will the submission of any exception automatically reduce the points to zero?	Proposer shall provide any “must have” edits to the Master Agreement as no new additional edits will be permitted by the Lead State during the negotiation phase of this RFP. Please refer to requirement 4. instructions. Proposer exceptions to the Master Agreement as issued, will be evaluated by the Lead State in accordance with the current Attachment 03 RFP Evaluation Plan.
26.	In the online responses, downloaded as “22PSX0021_Feb_7_23_solicitation_report_doc,” one of the requirements reads, “As defined in Connecticut General Statutes §§ 14-1 and 14-163c(a), a vehicle will be required in the contract resulting from this solicitation and Respondent agrees to comply with the ConnDMV’s administrative review for motor carriers.” Will the State please provide clarification on this requirement? Who is being provided with a vehicle and for what purpose?	This provision will only apply to the Lead State Participating Addendum and will not apply to the Master Agreement.
27.	Response Requirement 1. Technical Proposal: Will the State please release this document in Microsoft Word format? PDF documents do not always export perfectly to Word.	No.
28.	Response Requirement 1. Technical Proposal instructs Proposers to submit the same Response Requirement 1 form for each Category of Need: Radio Frequency Monitoring (“RFM”),	Proposer shall provide all information necessary for the Multistate Sourcing Team to evaluate proposed Product and/or Service solutions.

	Alcohol Monitoring (“AM”), and GPS Satellite Monitoring (“GPSM”). However, Section 3.0 Product Specifications lists product requirements that are unique to GPSM. Examples include: a. #1. Only GPSM products are normally designed to operate in active, passive and hybrid modes. This is not applicable to RFM or AM devices. b. #2. A remote breath alcohol monitoring device is not worn on the ankle. c. #14. The ability to restrict a Product User to geofenced areas is GPS device feature; neither RFM nor AM products are designed to geofence. d. #16. RFM and AM products do not collect and store GPS location points at a frequency not less than once every minute. Does the State need proposers to include an explanation for each of these requirements about whether or not they are applicable to each particular device type? Or, is it possible the requirements for RFM and AM were inadvertently left out of the document?	
29.	Response Requirement 2_Information Technology and Security: The required responses to this document are considered highly confidential and proprietary information. Please confirm vendors may mark the entire document as Confidential and Proprietary, ensuring it is not released to competitors nor to electronic monitoring participants.	The Lead State will afford due regard to the Proposer’s request for the protection of proprietary or confidential information which the Lead State receives. However, all materials associated with the Proposal and the Master Agreement are subject to the terms of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Proposer may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Proposer believes are exempt from disclosure under the FOIA must be specifically identified as such. If the Proposer indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, the Lead State will endeavor to keep said information confidential to the extent permitted by law. The Lead State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Proposer and/or Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Lead State have any liability for the disclosure of any documents or information in its possession which the Lead State believes are required to be disclosed pursuant to the FOIA or other requirements of law.

		Please refer to: https://www.cga.ct.gov/current/pub/chap_014.htm
30.	Response Requirement 2_Information Technology and Security, TAB Technical Compliance: The requirements listed below do not apply to an Electronic Monitoring Products and Services solution. They appear to be related to the business of property appraisals. Will the State please clarify, correct, or remove these line items? a. IX. A. The State is seeking a proposer that meets the solicitation objectives and provides a fully integrated multi-faceted statewide property appraisal services. b. A.2. Does the proposed solution contain features such as internet access to appraisal and valuation data and allow for web-based reporting? B.5. Describe the analytical tool proposer will utilize for sophisticated data analysis and detailed trend analysis using State defined measures and dimensions.	Response Requirement 2. Information Technology and Security Document has been revised and reissued.
31.	Response Requirement 2_Information Technology and Security, TAB Technical Compliance, B.3. asks if proposer can “provide a State required monthly report via secure file transfer protocol site posting.” This is outdated technology. Most proposers now use Web Services, which provides customers with the benefits of higher security and more frequent data transfers than FTP. Will the State accept Web Services as an upgrade to current wide-spread technology rather than relying on FTP?	Web services are acceptable.
32.	Response Requirement 2_Information Technology and Security, TAB Service Level Agreement Info. In this industry, we track service uptime and downtime. We do not track individual customer incident numbers, so we do not have clients available to provide references based on incidents. Will the State please remove the second table on this page?	No. Please refer to the instructions for Response Requirement 4. Master Agreement Review
33.	Exhibit B Cost Proposal Price Schedule documents: The Category 1 Radio Frequency price schedule includes a tab for Alert Notifications, but the Category 3 GPS schedule does not. It is more common for Alert Notifications like closed-loop, escalating, telephone, and verbal notifications by Monitoring Center staff to be used for GPS participants than for RF participants. Will the State please add an Alert Notifications tab to the GPS price schedule?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
34.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: #4 lists notifications “by Telephone” while #5 includes “Verbal Notification made by Monitoring Center staff.” Will the State please define how #4 and #5 are different?	Please complete as instructed.
35.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: Will the State please allow a “Daily Rate (per unit and/or per user” for #5, Verbal Notification made by Monitoring Center staff? This is the common pricing schedule for verbal notifications. We recommend the State allow vendors to provide pricing options based upon each vendor’s usual and customary approach.	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
36.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab: There are several layers and levels of verbal notifications. Please allow vendors to provide multiple pricing tiers based upon service level options.	Proposer may submit multiple pricing tiers but the Multistate Sourcing Team will only be evaluating Requirement 3. Cost Proposals as defined in the current Attachment 03 RFP evaluation plan.
37.	Exhibit B Cost Proposal Price Schedule, Alert Notifications Tab, #4. By Fax: Faxes are outdated. Will the State please remove faxes from this requirement?	No.

38.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency: Will the State please fully define Continuous Signaling and Random Scheduled Tracking for this category?	Continuous signaling includes 24/7/365 tracking. Random scheduled tracking reports at specific intervals as directed by the Participating Entity.
39.	Exhibit B Cost Proposal Price Schedule, Proposer Provided User Services. Dependent upon the scope of work, proposer provided user services are unique to each individual customer. Due to the numerous factors involved in pricing for each agency, they cannot be limited to a prescribed Daily Rate (per unit and/or per product). Each service should be defined in a separate Scope of Work based on the unique needs of the customer and priced according to that Scope. Will the State allow vendors to list available services and then offer "pricing to be defined based on the Scope of Work"?	No.
40.	Will NASPO please release the annual value of the contract, broken down by category, for 2021 and 2022?	This information is not available. Total annual spend is listed in Attachment 05 – Participation Information.
41.	a. Acceptance Question: Will the State please delete reference to User Acceptance Test. Contractor has processes in place and does not require this type of test. This appears to be a requirement for a different type of business.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
42.	f. Claims All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form. Question: Will the State please limit indemnification to third party claims? This is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
43.	i. Contractor IP: Contractor's materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contract IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables. Question: Will the State please add: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
44.	n. Documentation All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any improvements to any of them. Question: The Participating Entity will always own its Data; however, Contractor cannot provide its confidential and proprietary information as defined in this section. Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
45.	s. Go-Live Date Question: Will the State please define what the "enterprise-wide installation of the System" is? This does not appear to be applicable to the electronic monitoring industry and unknown to	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	Contractor. If not applicable to electronic monitoring, will the State please delete?	
46.	gg. Participating State and 01-RFP Overview, page 2, About NASPO ValuePoint. A Participating State Agency's Procurement Department that is not the Participating Entity also assesses their home state administration fee for any Participating Addendum signed by their state agencies. In other words, the Contractor pays NASPO a 0.25% administrative fee but is also required to pay the Participating State their separate administrative fee. While the State of Connecticut has vetted the terms and conditions and pricing, the Participating State also requires quarterly reporting and assesses their own quarterly fee which Contractor pays to that Participating State Entity. Contractor pays two (2) separate quarterly administrative fees. Question: Is a separate administrative fee assessed to the Contractor by a State entity allowed under this new State of Connecticut Agreement? Is there a cap or limit to the quarterly fee that can be assessed by the State entity?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
47.	hh. Materials. Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
48.	ii. Property. Subject to the supremacy of Master Agreement Section, Sovereign Immunity, any patent, copyrights, trade secrets, trade names, service marks, trademarks, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
49.	pp. Records. All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form. Question: Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
50.	ccc. Title. All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the deliverable. Question. Will the State please add "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review

51.	hhh. User Acceptance Test. Those procedures that permit the State to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract. Question: This language seems to be applicable to another type of contract. Will the State please delete this definition?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
52.	iii. Warranty Period. The twelve (12) month period commencing upon the Acceptance Date for the System of Deliverable. Question: Will the State please delete this definition for leased products? While applicable to purchased products, leased products are under warranty for the duration of the contract.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
53.	Page 4, p. Force Majeure: Will the State please add supply chain disruptions to the list of force majeure events?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
54.	Page 9, 2. Term of Master Agreement; Master Agreement Extension - States the Master Agreement will be in effect from the date that the Connecticut Attorney General's Office approves it (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments. Question: Will the State consider a longer initial term? An initial term of three (3) years is a relatively short term for contracts in the electronic monitoring industry. Even with the optional extension for an additional three (3) years. It would be advantageous to the State to offer the same 10 (ten) year term as in previous NASPO cooperative agreements. Otherwise, it may be better for government agencies to sign direct contracts with contractors or go out to RFP for longer terms. In addition, a three (3) year term is not going to attract government customers midway or near the end of the initial term as the NASPO contract would be nearing expiration and not having a longer term in place will create a reason for a potential government customer to seek other contracting type opportunities.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
55.	Page 9, 3. Deliverables states "Contractor shall sell, transfer, convey and license"... - Will the State add lease to the list of deliverables? "Contractor shall sell, transfer, lease, convey, and/or license, as appropriate..."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
56.	Page 10, 3. Deliverables, a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum.... Question: Some government agencies will not sign a Participating Addendum. They will issue a Purchase Order in lieu of signing a Participating Addendum. Is this acceptable?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
57.	Page 10, 3. Deliverables, e. Participation and Payments. Question: Will the State please confirm it is always the responsibility of the Participating Entity to ensure it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
58.	Page 11, 4. Payments and Credits, b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end... Question: Will the State please change NET 45 to NET 30? NET 30 is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review

59.	Page 11, 4. Payments and Credits, d. Contractor may supplement Exhibit B to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement. Question: Will the State please clarify this clause? Is the State saying the Contractor may not supplement Exhibit B additional services and related items to the Participating Entity unless those additional services and related items are added by an Addendum to the Master Agreement first?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
60.	Page 11, 4. Payments and Credits, f. Price Adjustments 2. Price Adjustments are only allowed upon request when price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. Question: Where, as here, Contractor is the manufacturer, will the State allow price adjustment requests based on price/cost increases to Contractor due to market trends, supply chain disruptions, or other changes impacting Contractor?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
61.	Page 12, 6. Purchase Orders, d. Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation. Question: Will the State please clarify this clause. Is the State stating each Participating Entity, in addition to signing a Participating Addendum, needs to provide a Purchase Order? Not all government agencies issue Purchase Orders.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
62.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, a. 1. 2. 3. b. c. Question: Will the State please remove reference to UAT. Contractor places its equipment through rigorous testing prior to shipping. Contractor has procedures in place in the event equipment needs attention, it is taken care of through its RMA process. In addition, agencies are leasing equipment and not purchasing equipment.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
63.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement. The Participating Entity will always own its Data; however, no other intellectual property conveys. Purchasing Entity will lease the Deliverables, so it will not own them and should not have the right to alter, modify, create derivative works, etc. Question: Will the State please amend to include the following language: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
64.	Page 13, 9. Deliverable Evaluation, Acceptance and Ownership, d. 1. Purchasing Entity shall own any inventions or improvements to Contractor IP, if such invention or improvement was developed in the Performance of this Master Agreement and paid for by the Purchasing Entity. Contractor shall have a perpetual license at no cost to use any such inventions or improvements to Contractor IP for Contractor's own or commercial purposes. Question: This language seems to apply to another type of business. Purchasing Entity should not have the right to own any inventions or improvements to Contractor's IP. Each party should retain ownership to its IP independently created prior to or unrelated to the Master Agreement. Will the State please amend to include: "The parties agree that any	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property.	
65.	Page 14, 10. Data: Access and Ownership - Agency will always own its own Data; however, no other intellectual property rights convey. Will the State please include the following language: "The parties agree that any previously or independently developed or owned intellectual property is and shall remain the property of the respective party that previously or independently developed or owned said intellectual property."	Please refer to the instructions for Response Requirement 4. Master Agreement Review
66.	Page 15, 4. Question: Will the State limit indemnification to third-party claims and damages? This language appears to be the purpose of this provision; however, it should clarify it's limited to third-party claims.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
67.	Page 15, 12. Data: Rejected Items; Abandonment – This language seems to be applicable to another type of business. Contractor has an RMA process for return of its electronic monitoring equipment. Question: Will the State please delete Section 12?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
68.	Page 16, 14. Maintenance and Support. Question: Will the State please delete this section? Contractor leases its electronic monitoring equipment; therefore, equipment is under warranty and the Participating Agency will receive the latest technology available.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
69.	Page 17, 15. Software and Source Code Escrow. Contractor shall deposit copies of the source code and object code of all Licenses Software used in the System and all other Materials necessary to operate the System in accordance with this Master Agreement (the "Escrow Deposit") with an escrow agent that is acceptable to the Lead State in its sole discretion, to be held and maintained under the terms of an escrow agreement... Question: Contractor cannot deposit copies of source code and object code with an escrow agent. Will the State please delete this Section? This Section seems to be applicable to another type of business. The whole provision should be stricken.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
70.	Page 19, 17. Will the State please clarify what it means by 'tranquil working relationship'?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
71.	Page 19, Other Warranties. 19.d. Other Warranties Contractor does not exclude implied warranties of merchantability and fitness. Question: Will the State please delete this language? Contractor cannot agree to exclude implied warranties of merchantability and fitness.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
72.	Page 21, 23. Termination: Can the Contractor cancel a Participating Entity's contract at any time for convenience and without cause by giving 30 days' written notice to the Participating Entity?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
73.	Page 22, 25. Open Market Purchases. Failure of the Contractor to Perform within the time specified... Question: Will the State please delete this Setoff section? In the unlikely event of an unexcused Breach, Contractor will work with Purchasing Entity. Contractor has been in business for over 26 years and has never experienced a breach. Contractor continuously conducts breach scenarios to keep its information safe.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
74.	Setoff. A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity. Question: Will the State please delete this language. It seems to be applicable to a different type of business. Contractor has never experienced a breach and goes to great lengths to protect its information.	
75.	Page 23, 27. Cross-Default. If the Contractor or Contractor Parties breach.... Question: Will the State please delete section 27. Cross-Default. Contractor has been in business for over 26 years and has never experienced a breach. This language does not seem to align with the electronic monitoring business.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
76.	Page 25, o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, will or serious violation;" Question: Will the State please clarify how this relates to the electronic monitoring industry? The language does not seem to be applicable and if not, will the State please delete section o?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
77.	Page 26, 34. Continuity of Systems Question: This section appears to apply to IT systems and phone system facilities. This section does not seem relevant to EM. Will the State please delete or clarify?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
78.	Page 28, 36. Disclosure of Contractor Parties Litigation. Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims. Question: Will the State please limit to third-party claims? Contractor will work directly with the Participating Entity in the event of any litigation.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
79.	Page 29, 37. c. Protection of Confidential Information, continued to page 29, c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	Question: This appears to apply to another type of business. Contractor does not collect credit card information. Contractor has never experienced a breach. Contractor performs continuous penetration testing to prevent a breach. Contractor cannot agree to provide, at its own expense, a credit monitoring and protection plan to all individuals affected by the breach. Will the State please delete this language? approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.	
80.	Page 31, 45.a. Audit and Inspection of Plants, Business and Records. Question: Contractor cannot allow various agencies to physically inspect its facilities and places of business due to the confidential nature of all other customers and agencies proprietary information. Contractor always welcomes a site visit and access to the agency's own data.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
81.	Page 32, 47. Indemnification. a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Question: Will the State please limit to third party claims? This is normal practice in the electronic monitoring industry.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
82.	SLA. Page 4, 3. System Performance, Non-Compliance. Contractor has proven system availability uptime. Contractor cannot agree to liquidated damages. Contractor plans ahead and notifies its customers of any system planned downtime for maintenance, which is kept at a minimum and conducted during non-peak hours. In addition, downtime could happen due to third party infrastructures over which the Contractor has no control. Question: Will the State please delete all references to incurring \$ charges?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
83.	Limitation of Liability - Will the State please add limitation of liability language to the Master Agreement? Suggested language: To the maximum extent permitted by applicable law, in no event will Contractor be liable for any indirect, incidental, special, consequential or punitive damages, or damages for loss of profits, revenue, business, savings, or data incurred by County or any third-party, whether in contract or tort, even if Contractor has been advised of the possibility of such damages	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	or if such damages are foreseeable. To the maximum extent permitted by applicable law, in no event will Contractor's cumulative maximum liability under this Contract exceed the amounts actually paid by County to Contractor under this Contract in the one year preceding the claim. The County acknowledges that the limitations of liability in this Contract and the allocation of risk herein are an essential element of the bargain between the Parties, without which Contractor would not have entered into this Contract. Contractor's pricing reflects this allocation of risk and the limitation of liability specified herein. Contractor neither assumes, nor authorizes any other person to assume for it, any other liability in connection with the products, including liability arising out of the delivery or use of the products.	
84.	Exhibit C, Service Level Agreement and Maintenance and Support –Question: Will the State allow negotiations to the Service Level Agreement after award?	Proposer shall adhere to the RFP submittal requirement instructions.
85.	Exhibit C, Service Level Agreement and Maintenance and Support, D. Escalation, 1. Issue Severity – “In the event that more than one request within the same severity level is reported to the Contractor, Client Agency shall determine the priority of the requests.” Question: In the instance of a system issue and request for service, it is unlikely that the Client Agency will have the system knowledge required to determine the priority of the requests. Will the State please remove this line?	No.
86.	File Name 22PSX0021_Feb_7_23_solicitation_report_doc, Pages 23, items 27-28 – Proposals become the property of the State. Products developed under the contract also become property of the State. Question: Will the State include language to the effect that any product independently developed or already in the possession of Contractor prior to the contract remains the property of Contractor?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
87.	Does the lead agency for this solicitation currently use electronic monitoring products and services? If yes: a. Please provide the following information: Vendor name, quantities of all devices used, and model names of all devices used. b. Please list all Connecticut agencies that will be affected by this RFP evaluation and the programs eligible for award consideration. c. Will any Connecticut state agency be required to transition to an awardee under this contract if their incumbent vendor is not awarded for any category?	DAS does not utilize the master agreement. Participating Addendum(s) will be issued under the resulting Master Agreement(s) per Participating Entity(ies).
88.	Please provide a list of contracts by agency name that piggyback or ride the NASPO contract for Electronic Monitoring Products and Services.a. Please also confirm the approximate annual value for each agency with each respective vendor.	A list of state entities that have executed a Participating Addendum can be found at: https://naspo.valuepoint.org/portfolio/electronic-monitoring-2013-2022/ . a. This information is unavailable.
89.	Please confirm this will be a multi-vendor award, with each responsive vendor receiving placement on the Master Agreement.	The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP.
90.	Please confirm that vendors may submit follow-up questions if further clarification is needed after initial answers to questions are provided.	No.
91.	Reference RFP Introduction, Section 15. Software and Source Code Escrow a. This is not a typical requirement in our industry and has the potential to unintentionally create liability issues and exposure to vendors' proprietary information. Please confirm that any requirements asked for in this section apply to after an	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	award is made and would be met by the vendor consistent with the manner described "that is acceptable to the Lead State."	
92.	Reference RFP Attachment 1 RFP OVERVIEW a. Please confirm that any proposer must meet the specifications and is required to submit a proposal for at least one of Category 1, 2, or 3 in order to submit Category 4 for optional solutions such as smartphone technology, etc.	Proposer shall adhere to the RFP submittal requirements and instructions.
93.	Reference RFP Price Schedule, Exhibit B a. While some participating States include their Agreements and language allowing negotiations within this RFP, please indicate whether a proposer can negotiate lower pricing and services with any State or agency, at any time. b. Please confirm that agreed upon pricing does not affect the NASPO Value Point Master Agreement. c. Please provide guidance and direction on how NASPO expects to maintain pricing integrity such that price is not diluted on the Master Agreement post award. d. Should vendors offer equipment rental, leasing, and purchase pricing? i. Alternatively, can vendors propose only rental costs? (1) If yes, will vendors be docked evaluation points for not providing other options? e. Please further define Random / Scheduled Tracking Service as it applies to Category 1 Radio Frequency (RF) Monitoring.	a. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable. Proposers awarded a Master Agreement may offer lower pricing and/or higher discounts to Participating Entities and Purchasing Entities at any time. b. Pricing and other terms negotiated into a Participating Addendum or Order shall have no effect on the pricing and terms of the Master Agreement. c. Awarded Contractor(s) are bound by the pricing in their Master Agreements. d. Please refer to the RFP response requirements. e. Please refer to question 38.
94.	8. Reference Solicitation Selection Criteria a. Will there be multiple evaluators representing different agencies? i. If yes, do those agencies already buy Electronic Monitoring Products and Services via the NASPO cooperative agreement? (1) If yes, please provide the name of agency(ies) and vendor(s) used for their electronic monitoring program. b. Regarding Stage 2: "Technical Proposal Evaluation = 60% Weighted Criteria" i. What are the specific scoring criteria for this stage of the evaluation process?	The Multistate Sourcing Team includes but is not limited to; participants from using agencies. Please refer to the current Attachment 03 RFP Evaluation Plan.
95.	9. Reference RFP Response Requirement 01, Technical Proposal Response Document a. If the agency makes awards according to category (GPS, RF, Alcohol, Other), will there be multiple awards for each category? i. If yes, will the agency limit the number of those awards or impose a maximum number of awardees (for example, the top 3 vendors for each category)? b. Reference Section I. Selection of Category(ies) of Needs, Category 1: Radio Frequency Monitoring i. Please confirm an error in the fourth sentence: "by landline telephone or by cellular" should instead read "by landline telephone or by cellular" c. Section I. Selection of Category(ies) of Needs states that "The Multistate Sourcing Team reserves the right to request additional information as needed to verify, substantiate, or otherwise approve each alternative solution and/or system which may require virtual and/or in person demonstration(s)." i. Is there a requirement for the lead agency to field test for longer timeframes than a presentation as part of the evaluation process in Stage 2 Technical Proposal? d. Category 2. Alcohol Monitoring describes alcohol monitoring via breath analysis. Will NASPO also accept alternative alcohol monitoring solutions (for example, transdermal)?	a. The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP. b. Correct. "or" c. i. No d. i. Please refer to questions 5. and 6. e. Please refer to the requirement(s) and instructions as stated in the RFP. f. ii. No. g. No. h. i. No. The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	i. If yes, will NASPO please create a separate sub-category for those alternative alcohol monitoring solutions to ensure they are evaluated and awarded apart from the breath analysis solutions? e. Reference Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge, item 1. i. For this requirement, please confirm that proposers are to describe their qualifications and experience, including clients, scope, etc. generally over the last five years. ii. Please confirm that proposers are not required to list all clients and services. This would be a voluminous list and many agencies discourage and/or do not allow the release of their information in this manner without a request for public records made directly to the agency. f. Reference Section 2.0 Data Use, Supply Chains, and Information Technology, item 1. i. This section seems to ask proposers to answer questions under the premise of being an offender/client, i.e. someone who is ordered to wear an ankle worn device. As this seems inherently unusual, please describe with additional context the intent of this section and what the expectations are for proposers to answer hypothetically as an offender, etc. ii. Alternatively, please consider removing this section altogether. g. Section 4.0 Service Level Agreements and Additional Requirements for Products and Services, item 3.ii. requires that "Proposer shall... Guarantee the availability of repair parts Page 3 for a minimum of five (5) years after the Participating Entity's acceptance of any Product(s)." i. This is a three-year initial contract, but vendors must guarantee availability of repair parts for five years after the Participating Entity accepts any product under this agreement. Please modify this specification to include "or until termination of Participating Entity's utilization of this Agreement, whichever comes first." h. Section 4.0 Service Level Agreements and Additional Requirements for Products and Services, item 3.v. requires that "Proposer shall... Ensure repair parts are new." i. Considering the impracticality, cost, and customary industry practices, will like new repair parts also be acceptable? Please see question 11. below for additional explanation.	
96.	Reference RFP Attachment 2, Scope of Work, Section IV., Master Agreement Deliverables a. Section A. requires that "All equipment must be new, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement." i. This requirement is restrictive and not possible or practical in the electronic monitoring industry generally. Unless specifically made for purchase of an asset or fixed lease, vendors would not build new equipment each and every time a contract is procured generally or with intent to service under this Master Agreement. Electronic monitoring devices are generally placed into a rental pool of units that are returned, refurbished, updated and/or replaced before sending back out for use in the field and is an accepted practice nationally. Further, requiring only new units each time a contract is issued from this Master Agreement would significantly increase costs nationally and also impact supply chain limitations currently experienced by most, if not all vendors. Will the agency please consider removing the "must be new" and replace with "must be new or like new," with all other requirements remaining the same?	a. i. No. b.i. Please refer to questions 5. and 6. c. i. No. d. and e. Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate "not applicable." The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	b. Specification A.2. requires that “all Products and Services proposed under this RFP... Be capable of being worn on the Product User’s ankle.” i. Category 2 specifies Alcohol Monitoring as a “home breath analysis unit...”. Breath analysis units are not worn on users’ ankles but are generally hand-held devices that are carried by the user. Furthermore, there are many other contemporary monitoring solutions that are not ankle worn. Please modify this specification to allow solutions other than ankle worn. c. Specification A.8. requires that “all Products and Services proposed under this RFP... Connect to the proposer’s server(s) through a cellular network.” i. Categories 1 and 2 allow for landline connectivity. Please modify this specification to include landline connectivity. d. Specification A.13. requires that “all Products and Services proposed under this RFP... Be supplied with a backup location system in the event a GPS signal is not present.” i. This is not a common feature of RF or Alcohol Monitoring devices. Please confirm that it pertains only to the Category 2 GPS solutions. e. Specification A.18. requires that “all Products and Services proposed under this RFP... Collect and store GPS location points at a frequency not less than once every minute.” i. This is not commonly a feature of RF or Alcohol Monitoring devices. Please confirm that it pertains only to the Category 2 GPS solutions.	
97.	The last time this was released as WSCA 00212, WSCA chose three (3) providers for each Category. Will there be multiple awardees per product category? If it is different than last time, could you please share what NASPO plans to do with awards per product category?	The Lead State reserves the right to make multiple Master Agreement awards.
98.	Could the State please share how many units by Category of Need are deployed within each state currently on the NASPO contract 00212?	The Lead State does not have this information.
99.	Regarding page 3 of 34 - Response Requirement 01 – Technical Proposal Response Document – We have several questions related to this Document: To confirm, respondents fill out these for every Category of Need they intend to propose and can provide additional attachments to elaborate on the “response” section on the right?	Proposer shall adhere to the RFP requirements and instructions.
100.	Regarding page 5 of 34 - Response Requirement 01 - Technical Proposal Response Document – Item 4.0 and item 5.0 – Commercial Due Diligence - As providers we regularly interact with State or County entities and comply with all local, County and Federal law and statutes that affect the electronic monitoring programs. As providers of electronic monitoring, we are totally dependent upon our customers direction on which laws and statutes to comply with. Since this is a national contract vehicle can you better identify specific laws that respondents will need to address?	Proposers are expected to have a general understanding of the laws and legal issues applicable to the electronic monitoring industry and the products and services each Proposer is proposing, and a demonstration of such understanding should be reflected in Proposer’s response to Items 4.0 and 5.0. Contractors awarded a master agreement shall be wholly responsible for compliance with all applicable laws, including laws specific to Participating Entities with whom the Contractor has executed a Participating Addendum and to Purchasing Entities from whom the Contractor has accepted an Order. Participating Entities and Purchasing Entities may, but are under no obligation to, notify Contractors of jurisdiction-specific laws that may apply to the Contractor and the Contractor’s offerings.

101.	Regarding page 6 of 34 - Response Requirement 01 - Technical Proposal Response Document – item 6.0 – This requirement is mixing supply chain, sustainability, implementation, normal product support and maintenance and additional services together making this narrative overly broad and confusing considering supply chain is a much different category than sustainability and additional services. Should the categories of sustainability (disposal of products), supply chain(sourcing), implementation (delivering, implementation), product support (servicing/maintaining), and additional services (installing/removal) be separate allowing responders to elaborate more?	No response provided.
102.	Regarding page 16 of 34 – Section 2.0 – 1.0 Scenario – We have several questions about this: This scenario starts out stating “I am a Product user who must wear and/or use the proposed Products and Services.” We have some questions: a. Can you please define a product user? It sounds like the State is referring to the user agency as we read through the rest of proposal but in other parts product user would be a participant in EM programs. Is it the agency officer/staff or the defendant/offender that is wearing the technology and being monitored? b. If this scenario is defining is product user as an offender/defendant this doesn’t follow most vendor protocol of not sharing information with product users. This information would not be shared with the Product user but would be shared with the participating entities users. Would it be acceptable for respondents to answer these requirements as if we are discussing with the participating entities authorized staff? c. In item 1. You state that “extracted by the proposed Products and Services” Is this assuming that there is a case management software, or should we assume that we are receiving the enrollment information from a user agency?	a. Please refer to the Master Agreement definitions and those codified within the RFP. b. and c. Please refer to the requirement(s) posed per the RFP.
103.	Regarding page 21 of 34 – Requirement Response 01 – Section 3.0 1.0 – Product Specifications – Based on instructions we are to fill out a Response Requirement for each product that respondents wish to offer for consideration. Under product specifications there are specifications like 1,13 and/or 16 that are specific to GPS Satellite Monitoring and not to Alcohol Monitoring nor Radio Frequency Monitoring. In addition, breath alcohol monitoring devices are not worn on the ankle. If the same Requirement Response document is to be copied and used for all products, should we just note that specific requirements will not pertain to the other products that are being proposed?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
104.	Regarding page 34 of 34 – section 9 – Category 4 – Value-Added Technology and Services – Buddi will have optional products and services that may not be ready for sale or to offer in this Section 9 due to legal and regulatory reasons. If these products can’t be added to the Optional submittal now, can Buddi offer these products and services later and before the initial three-year contract term has expired? If so and if awarded, what is the process to offer new products and add them to the existing agreement?	Proposer should include the aforementioned in Category 4., however, the Lead State and NAPSO ValuePoint are not required to add additional Products and/or Services after Master Agreement award.

105.	Regarding Response Requirement 2_Information Tech. and Security – Tab 1 – B.5 – We have questions about this: Most vendors have analytical tools that can be used for investigation, behavioral changes with specific participants but they all depend on using the data that the software generates and then using that a tool. We have questions about this: If you add to the requirement that respondents are going to use State defined measures and dimensions, then what State(s) measures and dimensions do we use? If NASPO – Value Point is a national program that participating states/counties can use, then do we have to factor all measures and dimensions that possible product users are going to use? Are you looking for examples and the ability to customize the analytical tools based on product users’ dimensions and measures? Are you looking for examples of respondents’ current analytical tools? Regarding Response Requirement 2_Information Tech. and Security – Tab 1 - B.6 – We have questions related to this: Could you please clarify this requirement? When you describe proposed solution and it feature, we believe you are asking respondents to summarize in some detail their web-based interface (software)? When NASPO states how the “features relate to the State account” what account are you referring to or are you referring to all accounts that we might support?	Response Requirement 2. Information Technology and Security Document has been revised and reissued.
106.	When referring to the State, are you referring to the State of Connecticut and programs of similar size and complexity?	The State and/or Participating Entity.
107.	Regarding Response Requirement 2_Information Tech. and Security – Tab 3 – item I.9 – There are many versions that deal with at Buddi. Are you asking about the current software, firmware, or generation of the product version or something else?	Please refer to the question posed.
108.	Regarding Response Requirement 2_Information Tech. and Security – Tab 5 – L.5 – Could you please clarify what this is asking for? It is unclear as to what in our IT/software solution you have a question on. Does it have to do with user permission(s), or does it have to do with various rules that we have?	Please refer to the question posed.
109.	Regarding Response Requirement 2_Information Tech. and Security – Tab 5 – item L.8 – We have question regarding this: a. Could you please clarify if the requirement is asking to display the successful login attempts to the agency user or to the administrator? b. If the agency user logs in successfully and gains access to the software, why would they need to have a notification that they logged in successfully? c. Could you please clarify if the requirement is asking if the agency user sees the number of unsuccessful attempts or the administrator in real time or through a report?	Please refer to the question posed.
110.	Regarding Attachment 02 – Scope of Work – Page 1 – I. General Requirements – Third paragraph is asking respondents to provide lease and/or purchase options on exhibit B. Can the State please document and share how many existing Participating Entities on the current contract 00212 have purchased equipment?	The Lead State does not have this information.
111.	Regarding Attachment 02 – Scope of Work – I. General Requirements – 5th paragraph states “ <i>The Lead State may require virtual and/or in person demonstrations(s) of any</i>	Not at this time.

	<i>Products or Services.</i> ” Is there a tentative “Save the Date” scheduled for virtual and/or in person demonstration(s)?	
112.	Regarding Attachment 02 – Scope of Work – Page 1 of 10 – II. Categories of Needs -A. Category 1: Radio Frequency Monitoring (“RFM”) - We have questions regarding this section: The requirement reads “The home receiver transmits data to the vendor’s monitoring center by landline telephone or by cellular communication.” Is this “or” supposed to be “or” in this sentence? If not, could please clarify?	This should be “or”
113.	Is an “ankle bracelet” the only acceptable form of equipment allowed on the product user, or can alternatives be proposed?	Additional Product and/or Service solutions are welcomed.
114.	Regarding Attachment 02- Scope of Work – page 2 of 10 – the requirement reads as “An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data and voice communication to the proposer’s monitoring center.” There are devices out there that meet the requirements except for the last underlined part. If possible, this requirement is unnecessary since alerts are delivered through cellular data and then can be actioned by the monitoring center where live voice communication can be part of the rule alert protocol. This voice communication is best sent to the participants (wearers) or the participating entities users and not to the monitoring center. Will the requirement be met if alert notifications can be sent as voice to the clients or participating entities users and not the monitoring center or change the requirement to the requirement reads as “An electronic monitoring program is provided through a body-attached one-piece device or a multi-device system that provides location tracking and cellular data or voice communication to the proposer’s monitoring center”?	This requirement will not be changed.
115.	Regarding Attachment 02 – Scope of Work – Page 3 of 10 – III. Master Agreement Objectives– item M. The requirement states <i>“Provide information technology software solution(s) including but not limited to SaaS solutions, inclusive of all required maintenance, support and training for Users and Product Users.”</i> We have questions about this: a. Are you asking for the Product User to have access to the IT software solutions? This might occur on some optional services proposed like Check in APP’s but not the normal Category of Needs, correct?	No response provided.
116.	Regarding Attachment 02 – Scope of Work – Page 3 of 10 – IV. Master Agreement Deliverables – A. Product and Service Specifications – item 3. Item 3 has no quantifiable in size or in weight to describe lightweight and small and devices vary wildly in size and weight. We have questions about this: a. Would it be helpful to define the weight and dimension minimums to better define in quantifiable terms “small” and “lightweight” to those respondents? b. Do respondents get additional points or percentage if their device is the most “lightweight” and “small?” c. Is this a critical category and evaluation for the State?	a. Proposer may respond as proposer deems necessary to provide a response. b. No. c. No response provided.
117.	Regarding Attachment 02 – Scope of Work – Page 9 of 10 – item 11. Training Requirements for Users and Product Users – subitem i and ii – You are again asking respondents to provide various types of training to product users (offenders) or to just the participating entities authorized staff?	Both.

118.	Regarding Attachment 03 – RFP Evaluation Plan - In the bolded requirement that states, <i>“Only those Proposers with a minimum rating of 75% of Stage 2 will proceed to Stage 3 and Stage 4.”</i> Stage 2 says that this section has an evaluation weight of 60%. However, the 75% in the above requirement is based on a score or some other objective measurement. If there is a score or total points that can be awarded, what are they or where can I find the scoring in the RFP documents so we can evaluate what 75% represents?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 Evaluation Plan.
119.	Regarding Attachment 4 – Master Agreement – page 31 of 41 – 46. Audit Requirements for recipients of State Financial Assistance – Buddi is a publicly traded company so audited financial statements are required annually. This would meet this requirement, correct?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
120.	Regarding Attachment 4 – Master Agreement – page 36 of 41 – 50. Risk of Loss and Insurance – f. Professional Liability – “During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate.” We have questions on this requirement: Is there a specific reason for this insurance requirement? We ask because this increases the cost of insurance which has gone up over 40% in less than two years. Requiring these higher insurance coverages could increase the cost of the products and services that are offered. For years \$2-3,000,000 on GL, Professional Liability and Cyber Security was sufficient. However, we have seen this go up and there are far fewer insurance companies willing to underwrite these higher amounts.	Please refer to the instructions for Response Requirement 4. Master Agreement Review
121.	If respondents don’t currently meet the professional Liability now, will they be afforded the opportunity to purchase the higher levels of insurance if awarded?	Yes.
122.	Regarding Attachment 4 – Master Agreement – Exhibit C – Service Level Agreement – page 1of 9 – Do respondents need to complete the Exhibit C or will this be completed with the awarded vendor(s)?	Please refer to the RFP requirement instructions.
123.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 2 - Continuous Signaling - We have read the instructions and granted there are some vendors who break down the cost between equipment rental and monitoring cost, but for most vendors provide one daily rate for active units. The State is asking vendors to provide <i>“The daily rental rate per unit based on active Product User”</i> and then <i>“The daily cellular monitoring Service Rate per unit based on Active User.”</i> Do you want it broken down into two components – equipment rental and automated monitoring cost for landline/cellular monitoring?	Please refer to the RFP requirement 3 cost proposals as solicited and respond as instructed.
124.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 2 - Random Scheduled Tracking –What is the difference between Continuous Signaling and Random Scheduled Tracking? If we do not offer this service, do we leave it blank or complete with n/a n the columns?	Please refer to question 38.
125.	Regarding B Cost proposal Price_Catgeory 1 Radio Frequency – Tab 3 – Mobile Drive-By Receivers – With GPS chipsets being added to most if not all RF electronic monitoring base units, the need for Mobile Drive-By units are becoming obsolete or not used much. If the mobile APP that respondents offer can	Please refer to the RFP requirements.

	determine whether the product user is in their residence, can we propose this?	
126.	Regarding Exhibit B Cost proposal Price_Category 1 Radio Frequency – Tab 6 – Could the State please clarify what the difference is between optional alert notification # 2 and #5? Does the difference relate to #5 adding the user as part of the verbal notification where #2 does not?	Please refer to the RFP requirements.
127.	Regarding Exhibit B Cost proposal Price_Category – 2 – Alcohol Monitoring and Service – The first tab after instructions describes Stand-Alone Equipment. It is defined as Stand Alone Product with Receiver/Home Monitoring Unit (Landline and/or cellular). The description of alcohol monitoring here is very old technology that was popular when the last WSCA RFP was release in 2012 but since then most of this technology has been replaced with remote alcohol monitoring equipment deep lung sample equipment. Can respondents propose that here and can this cost proposal schedule be changed and re-released to include remote alcohol monitoring including replacement cost for just the alcohol monitoring device + Stand Alone Product?	Please refer to the RFP requirements.
128.	Regarding Exhibit B – Cost Price Proposal – Category 3 – Satellite Tracking and Remote Tracking Service – On tab #1 (after instructions) the State has provided columns L&M for replacement cost. We have questions related to this: Column L (One-Piece Body Worn Device -per unit) is clear enough but along with our solution/kit, we provide the On-Body-Charger, The charger dock, a strap, and potentially an optional RF Beacon. Where do detail the descriptions?	Please refer to the RFP requirements.
129.	Column M (Additional accessory that was included with the product per unit) will show the cost of the different components described in item a.) but will not provide description of the item in the current format. Does this matter?	A description may be added in column B.
130.	In the instance of optional items like RF Beacons that is \$150.00 which may or may not be used which could affect overall replacement, do you want to see optional products replacement cost, and will the additional items affect evaluation negatively?	Please refer to the RFP requirement instructions.
131.	May we please have a listing of the company names who have submitted questions included with the answers to questions?	This information is not issued. Unless a company by way of their answer submitted a question in which they reference their name.
132.	We have questions regarding the RFP schedule of events: a) Is the proposal opening public or accessible virtually/remotely and, if so, will you please provide details? b) Following the proposal opening, are all Proposer company names recorded somewhere publicly accessible or in response to an email request and, if so, will you please provide details? c) When do proposals become public record? d) What is CT DAS' preferred method for interested parties to request access to such public records and who is the contact person/contact details to whom such requests should be submitted? e) Approximately what date is the notice of award/award anticipated to occur? f) Will CT DAS notify all Proposers of an intent to award/award and, if so, what method will CT DAS use to notify Proposers (Email? CTsource? Other?)	a. No b. No c. Upon Master Agreement award. d. Interested parties may refer their inquiry to DAS. e. Master Agreement awards are anticipated to be completed in April 2023. f. Master Agreement award notifications will be issued via CTsource. The Contract Administrator of record may also contact Master Agreement awardees via email in addition to use of CTsource.
133.	CTsource Solicitation Summary solicitation files include; Response Requirement 1. Technical Proposal, Response Requirement 2_Information Technology and Security and Response Requirement 4. Master Agreement Review however, there is no Response Requirement 3 on CTsource. Will you	Response Requirement 3. refers to the applicable Exhibit B. Cost Proposal(s) per the RFP requirements and instructions.

	please either post Response Requirement 3 on CTsource and advise or confirm via reply that there is no Response Requirement 3?	
134.	CTsource Solicitation Summary, SOLICITATION PROVISIONS calls out “As defined in Connecticut General Statutes §§ 14-1 and 14-163c(a), a vehicle will be required in the contract resulting from this solicitation and Respondent agrees to comply with the ConnDMV’s administrative review for motor carriers” Will you please clarify in detail specifically how “a vehicle will be required” for this contract or confirm that this language is not applicable?	This provision will only apply to the Lead State Participating Addendum and will not apply to the Master Agreement.
135.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Guaranty or Surety: 11. Proposal and or performance bonds may be required...” “Proposal and or performance bonds” may impede competition and increase cost. Will you please clarify in detail specifically what “Proposal and or performance bonds may be required” for this contract and detail the corresponding value of each or confirm that this language is not applicable?	Performance bonds are not required as an RFP submittal requirement at this time but may be required by a Participating Entity via their specific Participating Addendum
136.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Samples: 12...testing.” Will you please clarify in detail specifically what “Samples: 12...testing” may be required for this solicitation and also quantify specifically how it applies to the SOLICITATION SELECTION CRITERIA or confirm that this language is not applicable?	Samples are not required as an RFP submittal requirement at this time but Proposer may need to provide a Product and/or Service demonstration as a part of RFP evaluations.
137.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Award:13. A contract will be awarded to the Respondent or Respondents...” The incumbent NASPO contract awarded three (3) Contractors per category (five (5) Contractors overall) – How many Contractors per category will CT DAS award at a minimum?	The number of master agreements to be awarded in each category has not been determined. Awardees will be selected in accordance with the criteria and process set forth in the RFP.
138.	CTsource Solicitation Summary, SOLICITATION PROVISIONS, RFP Solicitation Standard Terms and Conditions calls out “Contract:...28. Ownership of Subsequent Products Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.” As presently written, this language is a potential conflict to leading Contractors, many of whom engineer/develop technologies for distribution throughout the market as their principal business. Is CT DAS amenable to amending this language whereby the Contractor retains sole Ownership of Subsequent Products however, grants the State a perpetual use license for the term of the contract?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
139.	CTsource Solicitation Summary, SOLICITATION SELECTION CRITERIA, Evaluation Criteria calls out “Stage 1: Initial Responsiveness Administrative Review by Lead State 1. Proposer’s response to CTsource submittal requirements and questions. Please note proposer provided reference may be contacted by the Lead State. The States of Connecticut, Idaho and the District of Columbia cannot be provided as client references.” This prohibition is an unfair restriction on leading incumbent NASPO Contractors. Are Connecticut State agencies other than Department of Administrative Services also prohibited as references (Example: The Connecticut Judicial Branch, Court Support Services Division is one of our largest, longest tenure, most	Any restrictions posed by this requirement is hereby removed. Proposer may use any agency within the States of Connecticut, Idaho and the District of Columbia.

	complex scope, incumbent Participating Entities – May we use them as a reference and if not, will you please explain why not?	
140.	CTsource Solicitation Summary, SOLICITATION SELECTION CRITERIA, Evaluation Criteria; a) Specifically who will perform “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria” - CT DAS alone? Sourcing Team alone? Combination of CT DAS and Sourcing Team? Other? b) Specifically how will “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria” use the price elements of Exhibit B. Price Schedule Cost Proposal for Category 1 Radio Frequency, Exhibit B. Price Schedule Cost Proposal for Category 2 Alcohol Monitoring and/or Exhibit B Price Schedule Cost Proposal for Category 3 GPS Price Schedule to calculate the “Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria”?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 RFP Evaluation Plan.
141.	CTsource Solicitation Summary, Questionnaire, Company Information calls out “Is your company a micro-business or Veteran's owned micro-business...Contractors that do not include the required documentation with their bid submission will not be considered for this preference.” Will CT DAS please identify the specific “preference” that may be granted and also quantify specifically how it applies to the SOLICITATION SELECTION CRITERIA?	Please refer to CTsource for any indicated preferences.
142.	01 - RFP Overview, III. SCOPE OF WORK calls out “The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be three (3) years, with the option to exercise renewals totaling up to an additional three (3) years following the initial term, upon mutual agreement by the Lead State and Contractor.” Additionally, 04 - Master Agreement calls out “2. Term of Master Agreement; Master Agreement Extension This Master Agreement will be in effect from the date that the Connecticut Attorney General's Office approves it (the "Effective Date") and continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.” The maximum duration of contract term including optional renewals is a major deciding factor for most Participating Entities when selecting a cooperative contract. Acknowledging this, would CT DAS please consider amending this contract term to at least mirror the term of the recent national cooperative contract for Electronic Monitoring by Omnia Partners of “five (5) years, with the option to exercise renewals totaling up to an additional two (2) years”?	No. Please refer to the instructions for Response Requirement 4. Master Agreement Review
143.	02 - Scope of Work, I. General Requirements and also Response Requirement 1. Technical Proposal, III. Submittal Response Requirement: call out “The Lead State may require virtual and/or in person demonstration(s) of any Products or Services proposed at the sole expense of the proposer.” Will you please clarify in detail specifically what “demonstration(s)” may be required for this solicitation and also quantify specifically how they apply to the SOLICITATION SELECTION CRITERIA or confirm that this language is not applicable?	The Lead State lists the evaluation criteria in order of relative importance. Please refer to the current Attachment 03 RFP Evaluation Plan for more information.
144.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications call out “Proposer shall only propose new equipment that has been properly registered and certified under the Federal Communication Commission (“FCC”) rules and regulations, as applicable. All equipment must be new,	The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

	clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement. Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Master Agreement." Additionally, 02 - Scope of Work, VII. Additional Requirements for Products and Services:, ...D. Maintenance, Support and Servicing Technicians, Preventative Maintenance and Repair Parts and Service Logs:, ...3. Preventative Maintenance & Repair Parts, if applicable: and also Response Requirement 1. Technical Proposal, 2.0 Service Requests from Participating Entity and/or Product User:, Maintenance, Support and Servicing Technicians, Preventative Maintenance and Repair Parts and Service Logs:,3. Preventative Maintenance & Repair Parts, if applicable: call out "v. Ensure repair parts are new." As presently written, this language will needlessly increase cost and work, especially to incumbent Participant Entities' officers. Will CT DAS please confirm that newly manufactured, unused equipment is NOT required rather, that used/pre-owned, clean equipment of the latest generation technology is acceptable, as is commensurate with electronic monitoring industry standards and please amend these requirements, as follows?: "Proposer shall only propose new or used/pre-owned equipment of the latest generation technology that has been properly registered and certified under the Federal Communication Commission ("FCC") rules and regulations, as applicable. All equipment must be new or used/pre-owned, of the latest generation technology, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement. Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of life that are anticipated during the initial term of the Master Agreement." and also "v. Ensure repair parts are new or used/pre-owned, of the latest generation technology."	
145.	02 - Scope of Work, IV. Master Agreement Deliverables, A. Product and Service Specifications and also Response Requirement 1. Technical Proposal, Section 3.0 Product Specifications, 1.0 Product Specifications call out "...Per including but not limited to; the standards set by the Federal Department of Justice on electronic surveillance and/or monitoring, all Products and Services proposed under this RFP shall meet the following requirements" A number of the subsequent referenced items apply only to GPS - NOT all apply to RF and/or Alcohol, such as: "1. Operate in active, passive and hybrid modes....9. Be configurable to utilize multiple cellular towers within the Participating Entity for optimum Product User location tracking.10. Recognize wi-fi availability and roaming on cellular networks other than that of the primary cellular service provider.11. Be supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours. 12. Be supplied with the functionality for Participating Entity personnel to communicate with the Product User through the Product and/or Service which may include but may not be limited to; by voice, text, tone, vibration, light emitting diode, liquid crystal display.) 13. Be supplied with a backup location system in the event a GPS signal is not present. 14. Accurately restrict a	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate "not applicable."

	Product User to the geofenced area(s) established by the Participating Entity which may include but not be limited to a range of 35 to 150 linear feet of the Product User's home and/or residence and be able to report the location of a Product User outside any structure and/or building....16. Collect and store GPS location points at a frequency not less than once every minute." Accordingly, may Proposers mark these "N/A" accordingly where they are not applicable for each separately proposed technology?	
146.	02 - Scope of Work, V. Proposer Responsibilities and Tasks, B. Product and Service Delivery and Performance Requirement and also Response Requirement 1. Technical Proposal, Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge. 9.0 Product and Service Delivery and Performance Requirement: call out: "Proposer 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. In addition, proposer's "brick and mortar" locations inclusive of all data centers must be based in the United States." a) Upon the basis of CT DAS' use of the plural tense of the word "centers", will CT DAS please confirm that this applies to both the primary data center as well as the secondary data center and also the primary monitoring center and secondary monitoring center? b) If so, will CT DAS please amend this requirement, as follows?: "In addition, proposer's "brick and mortar" locations inclusive of all data centers and monitoring centers must be based in the United States."	a. Yes.
147.	02 - Scope of Work, V. Proposer Responsibilities and Tasks, C. Staffing and Project Management Requirements calls out: "...E. For each awarded Category of Need including Category 4. If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity." Additionally, Response Requirement 1. Technical Proposal, Section 1.0 Qualifications, Experience, General Requirements, and Industry Knowledge. 11.0 Compliance with Federal, State and Local Laws and Participating Entity Regulations calls out "If awarded under this Category of Need, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity." As presently written, these are unreasonable as they expose Contractors to unforeseen government-imposed terms and unidentified excess costs. Will CT DAS please amend these requirements to read, respectively, as follows?: "...E. For each awarded Category of Need including Category 4. If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity, as mutually agreed via written amendment to each Participating Addendum." and "If awarded under this Category of Need, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity, as mutually agreed via written amendment to each Participating Addendum."	If awarded, proposer must incorporate any new federal, state, or local regulations into their Products and Services at no additional expense to the Participating Entity. If a new federal, state, or local regulation results in an unreasonably excessive increase in costs, Contractor shall submit for review by the Lead State a request for price adjustment in accordance with the Sample Master Agreement. The Lead State may (i) deny the price adjustment request, at its sole discretion; (ii) approve the price adjustment request and adjust the pricing in the Master Agreement, to be effective no sooner than sixty (60) days after receipt of the Contractor's request; (iii) for jurisdiction-specific regulations, refer the price adjustment request to the applicable Participating Entity or Purchasing Entity for resolution.
148.	04 - Master Agreement, EXHIBIT D NASPO VALUEPOINT PROVISIONS, 2. Administrative Fees calls out "a. NASPO ValuePoint Fee" and "b. State Imposed Fees." Does CT DAS	No.

	have an Administrative Fee and, if so, what is the value of the Administrative Fee and is it imposed on all Participating Entities on the Master Agreement or only imposed on Participating Entities from within Connecticut?	
149.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring and Exhibit B Cost Proposal Price Schedule_Category 3 GPS – Upon the basis of the limited character length/formatting of the cells within these MSExcel files, may Proposers please footnote the response cells in a corresponding footnoted MSWord/PDF format?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
150.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, Purchase Price (per unit) – Is this to outright purchase the entire RF unit (bracelet + home unit) and, if so, may we please amend the table to include two (2) separate columns labelled; “Purchase Price (per landline unit)” versus “Purchase Price (per cellular unit)”?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
151.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
152.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Continuous Signaling tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
153.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on the “Description of Service” column, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
154.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Mobile Drive-By Receiver tab, Charge for Direct Product User Billing – Mobile Drive-By Receivers are devices used only by Participating Entity’s designated officers (never by Product Users). As such, Charge for Direct Product User Billing is not applicable – May we please mark these response cells N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
155.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer’s Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
156.	Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Alert Notifications tab – May we please edit and complete the Description of Service and/or Daily Rate and/or Per Call Rate cells, as applicable?	Please refer to the RFP requirements and instructions.

157.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Stand Alone Equipment tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Please refer to the current Attachment 03 RFP Evaluation Plan.
158.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Stand Alone Equipment tab – May we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary.
159.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Transdermal Equipment tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program/Participating Entity – May we please footnote the response cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
160.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Transdermal Equipment tab – May we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
161.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer's Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
162.	Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring, may we please add an Alert Notifications tab like the one on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
163.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, One-Piece Body Worn Product tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program – May we please footnote the cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
164.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, One-Piece Body Worn Product tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s). Please refer to the current Attachment 03 RFP Evaluation Plan.

	of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	
165.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Multi-Piece Body Worn Product tab, Charge for Direct Product User Billing – This is commonly quoted based on numerous factors that are unique to each program – May we please footnote the cells in this column and identify these factors on an added column “Description of Service”, the “Proposer Provided User Services” tab or on an attached/corresponding footnoted MSWord/PDF file?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
166.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Multi-Piece Body Worn Product tab, may we please add a column on the far right of this tab labelled “Description of Service (Proposer must indicate what their Monitoring Service includes. Examples may include number of contacts per day, 24x7 help desk, automated alert notification, etc.)” like the column on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
167.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, Proposer Provided User Services tab – Will you please define in detail what is intended by “Proposer's Administrative Fee (including invoicing services) to provide the proposed Service” and confirm that Proposers may mark this row N/A?	Proposer shall adhere to the RFP requirements and instructions. If the Proposer determines a requirement and/or question posed is not 100% applicable to their proposed Products and/or Services in their Category of Need the Proposer may indicate “not applicable.”
168.	Exhibit B Cost Proposal Price Schedule_Category 3 GPS, may we please add an Alert Notifications tab like the one on the far right of the Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency, Random Tracking tab?	Proposer is permitted to edit the Exhibit B. price schedule for their proposed Product(s) and/or Service(s).
169.	Response Requirement 1. Technical Proposal calls out “III. Submittal Response Requirement: Proposer must submit the Response Requirement 1 form indicated below for each Category of Need proposed. Do not combine Categories of Need. For example, if proposer responds to two Categories of Need this form is to be submitted twice, once for each Category of Need proposed. Forms that include multiple or combined Categories of Need may be deemed by the Multistate Sourcing Team as non-responsive.” We have multiple questions: a) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 1 Radio Frequency calls out all of the following; Continuous Signaling, Random Scheduled Tracking, Mobile Drive-By Receiver and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; Continuous Signaling, Random Scheduled Tracking, Mobile Drive-By Receiver and Proposer Provided User Services? b) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 2 Alcohol Monitoring calls out Stand-Alone Equipment, Transdermal Equipment and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; Stand-Alone Equipment, Transdermal Equipment and Proposer Provided User Services? c) Upon the basis that Exhibit B Cost Proposal Price Schedule_Category 3 GPS calls out One-Piece	a.b.c. and d. The Lead State's preference is that separate responses be provided.

	Body Worn Product, Multi-Piece Body Worn Product and Proposer Provided User Services, will you please confirm that one/the same Response Requirement 1. Technical Proposal may be submitted including all of the following; One-Piece Body Worn Product, Multi-Piece Body Worn Product and Proposer Provided User Services? d) Will you please confirm that one/the same Exhibit B. Cost Proposal and Narrative for Category 4 may be submitted including Cost Proposal and Narrative for all Category 4. Value-Added Technology and Services?	
170.	Response Requirement 2_Information Technology and Security. Upon the basis of the limited character length/formatting of the MSExcel file, may Proposers please footnote the Response cells in a corresponding footnoted MSWord/PDF format?	Proposer response shall be as succinct and concise as possible. Proposer use of footnotes and/or corresponding footnotes should be limited to when absolutely necessary. Please refer to the current Attachment 03 RFP Evaluation Plan.
171.	Response Requirement 2_Information Technology and Security, Technical Compliance tab, cell D3 calls out "Response Required (Drop Down) Fields in black can be skipped." Will you please confirm that requirements on the Technical Compliance tab and Security Info tab with blackened cells in columns D of both, do NOT require Proposer responses?	Yes.
172.	Response Requirement 4. Master Agreement Review, Response Requirement 4. Proposer Submittal Instructions: calls out "2. Proposer shall provide any proposed edits and/or exceptions to the Master Agreement and/or exhibits using Microsoft Word Track Changes and title the uploaded submittal as "Response Requirement 4. Master Agreement Submittal."" The file Response Requirement 4. Master Agreement Review is in a non-editable PDF format – To comply with these instructions, will CT DAS please provide/post on CTsource an editable MSWord file version of Response Requirement 4. Master Agreement Review?	Proposer may convert the PDF to Microsoft Word and upload the Microsoft Word version per the applicable RFP requirement instructions.
173.	Item IV. Master Agreement Deliverables, Section A. Product and Service Specifications: states; "Proposer shall only propose new equipment that has been properly registered and certified under the Federal Communication Commission ("FCC") rules and regulations, as applicable. <i>All equipment must be new, clean, damage free, and in operative order. Remanufactured or refurbished devices are not permitted under the resulting Master Agreement.</i> Furthermore, the proposer shall identify all anticipated products, technologies, services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Master Agreement" Will the State/NASPO please consider amending the requirement for "new" equipment? All Vendors in the EM industry utilize refurbished equipment with their customers in order to keep the pricing as competitive as possible for the participating Agencies. If Agencies are purchasing only "new" equipment from the manufacturers, the pricing will be significantly higher than necessary. We would encourage the State/NASPO to consult current participating Agencies on this topic and amend the specification accordingly.	The Participating Entity by way of their Participating Addendum may determine continued use of existing equipment or require new equipment pursuant to the Master Agreement.

174.	Re: Exhibit B, Cost Proposal Price Schedule – Category 3 GPS, One-Piece Body Worn Product. Please clarify pricing that is being requested in Column D (MSRP- per unit) Are vendors to list the cost for a participating agency to purchase a new GPS unit? Or are vendors to list the total daily cost per unit inclusive of the daily rental and monitoring fees?	Please refer to the RFP requirements.
193.	Re: Exhibit B, Cost Proposal Price Schedule(s). Will the State please clarify if proposers should submit the Exhibit B, Cost Proposal Price Schedule(s) in Excel format or PDF format	Excel format.
194.	Response Requirement 01 - Technical Proposal Response Document. Section III. The Submittal Response Requirement states “ <i>Proposer must submit the Response Requirement 1 form indicated below for each Category of Need proposed.</i> ” Since the Response Requirement 1 form was provided in PDF format, will the State allow proposers to recreate this form to allow for detailed responses? To ensure proposer identification during review and evaluations, will the State allow proposers to place the “Response Requirement 1 form” on the Proposer’s letter head?	Proposer may convert the PDF to Microsoft Word and upload the Microsoft Word version per the applicable RFP requirement instructions. Please refer to the current Attachment 03 RFP Evaluation Plan.
195.	Attachment 02 Scope of Work – Will the State please clarify if Proposers are to respond to each requirement listed within the Scope of Work and submit with their proposal	Yes.
196.	Requirement 1. Technical Proposal, all Sections: Does the state prefer that vendors provide answers within the allotted space in the table, or can vendors provide answers below a requirement. For example, Section 6 -1 requires a Quality Assurance Plan. This may not fit into the table as is and could either be provided underneath that particular requirement or provided as an appendix. As some of these requirements run together (e.g., Section 3-1), it may be difficult to align the response (and provide graphics as required) to each requirement if required to answer within the table.	Proposer should make every effort to use the format as provided. The quality assurance plan may be provided as an appendix as long as proposer indicates which item # in the requirement it correlates to.
197.	Requirement 1. Technical Proposal, Section 9 (Value Add): Are all Value-Added options to be aligned with RF, Alcohol, or GPS, or is there a preferred way to submit a Value Add that may not specifically align with these requirements (e.g., applications)? The pricing indicates they would be separate, but the technical document indicates only aligned by category of need.	Please refer to the RFP Overview document for instructions.
198.	Requirement 1. Technical Proposal, Section 2 – 11 (Cyber Insurance): Should this be added as an Appendix and noted as compliant?	Proof of insurance overages required pursuant to Section 60. Risk of Loss and Insurance, should be uploaded into proposer’s CTsource vendor account profile.
199.	Based on responses to all vendor questions, will the State allow additional questions to be submitted?	No.
END		



Attachment 07

ADDITIONAL TERMS AND CONDITIONS

Award and execution of a NASPO ValuePoint Master Agreement by the Lead State is conditioned upon the following:

1. Approval by NASPO ValuePoint;
2. Approval by any individual or group of individuals required to approve Lead State awards or contracts, including but not limited to legal counsel, an overseeing board, or agency head;
3. Continued eligibility for award following resolution of any protests received by the Lead State; and
4. Negotiation of Master Agreement terms, conditions, and pricing satisfactory to the Lead State, awarded Proposer, and NASPO ValuePoint.

Approval of awards and Master Agreements may be in whole or in part. Awards and Master Agreements not approved by NASPO ValuePoint may, at the Lead State's option, result in a contract for use by the Lead State only. Proposer agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

The following Standard Terms and Conditions govern the Request for Proposals (RFP) solicitation issued by the Lead State. Incorporated by reference into these Standard Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 or Title 4d, Chapter 61 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1 or 4d-3-1. Proposer and Proposer's participation in this RFP must comply with all applicable federal, state, and local laws, rules, and policies. All Deliverables proposed by Proposer must comply with all applicable federal, state, and local laws, rules, and policies.

Proposers shall comply with the statutes and regulations as they exist on the date of their RFP response submission and as they may be modified from time to time during the term of the Master Agreement, as it may be amended.

Unless otherwise specified in this RFP, the venue for any protest, claim, dispute, or action relating to this RFP, including evaluation and award, is in the state serving as the Lead State. Any claim relating to this RFP brought in a federal forum must be brought and adjudicated solely and exclusively within the United States District Court for the Lead State.

Definitions:

1. **Award** or **award** means the identification of Proposers eligible to execute a Master Agreement following completion of the Multistate Sourcing Team's evaluation.
2. **Confidential Information** means any and all information in any form that is marked as confidential or would by its nature be deemed confidential and is obtained by Proposer in connection with this RFP, including but not limited to the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint.
3. **Contractor** means a Proposer with whom the Lead State executes a Master Agreement resulting from this RFP.
4. **DAS** means the Lead State's Department of Administrative Services.
5. **Day** means a calendar day, unless otherwise indicated.
6. **Deliverable, Device, Product, or Service** means a good, product, service, solution, result, labor, or other effort being sought through this RFP.
7. **Interested State** means a state that has requested to be identified as a potential Participating Entity in this RFP.
8. **Lead State** means the State of Connecticut, acting by the DAS.



9. **Master Agreement** or **Contract** means a contract, resulting from this RFP, that is executed by and between a successful Proposer and the Lead State, acting in collaboration with NASPO ValuePoint.
10. **Multistate Sourcing Team** means the group of individuals assisting the Lead State with solicitation and contracting activities, which may include but are not limited to development of this RFP, evaluation of proposals, negotiation of Master Agreements, and evaluation of Contractor performance.
11. **NASPO** means the National Association of State Procurement Officials, a 501(c)(3) corporation.
12. **NASPO ValuePoint** means the cooperative contracting division of NASPO, which facilitates procurements for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.
13. **Order** means a purchase order, sales order, agreement, or other document used by a Purchasing Entity to commit funds in exchange for a Contractor's delivery of one or more Deliverables.
14. **Participating Addendum** means a contract, referencing a Master Agreement, that is executed by and between a Contractor and a Participating Entity and may include Participating Entity-specific requirements and terms.
15. **Participating Entity** means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.
16. **Proposal** or **proposal** means the document(s), data, information, and other media submitted by a Proposer in response to this RFP, including information submitted directly through the RFP Website and information submitted after the RFP Close Date at the request of the Lead State.
17. **Proposer** or **respondent** means an individual or entity submitting a proposal in response to this RFP.
18. **Purchasing Entity** means the Lead State, a Participating Entity or a city, county district or other political subdivision of the Lead State or Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues an Order against the Master Agreement and becomes financially committed to the purchase..
19. **RFP or Request for Proposal** means this request for proposals, including all attachments and exhibits and any information posted by the Lead State to the RFP Website, as amended.
20. **RFP Close Date** means the date and time identified per the RFP Website/
21. **RFP Contact** means the individual identified in Section [II.A] of the RFP Overview.
22. **RFP Open Date** means the date and time identified per the RFP Website.
23. **RFP Q&A Deadline** means the date and time identified per the RFP Website.
24. **RFP Website** means the State of Connecticut eProcurement system defined as CTsource.

Submission of RFP Responses:

1. The RFP Website is the sole source for official RFP documents and updates. The Lead State may, but is under no obligation to, notify Proposers of updates to the RFP Website, including the posting of RFP addenda.
2. Documents from this RFP may be posted on multiple websites, including non-Lead State procurement solicitation boards and the NASPO ValuePoint website, or distributed through other channels, such as email. Such distribution is for advertising and informational purposes only, and documents and information from sources other than the RFP Website should not be relied upon to develop or submit a proposal. Proposals or questions submitted through any means other than those specified in this RFP will not be addressed or considered by the Lead State.
3. The Lead State may change the RFP Contact at any time. The Lead State will notify potential Proposers of the change via an amendment to this RFP, an email to the Proposer's Proposal Contact, or an update to the RFP Website.
4. The Lead State is not required to disclose the composition of the Multistate Sourcing Team and may, at any time and without notice, change the composition of the Multistate Sourcing Team, provided the composition complies with the Lead State's laws, rules, and policies.

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5. All proposals must be submitted on-line through CTsource and will be accepted as your official RFP response submission by the Lead State. If the Lead State receives additional submissions of your RFP responses in any other method, the Lead State will reject those submittals.
6. Proposals must be submitted on-line using the forms specified by the Lead State and must be submitted no later than the date and time specified in the solicitation. Paper Bids, telephone, email or facsimile responses will not be accepted in response to a solicitation. Respondents are cautioned that there may be additional documents, attachments or requirements posted on CTsource at any time. All documents must be reviewed and required information provided. Failure to do so may result in rejection of your RFP response.
7. The time and date that responses are due is specified in each RFP. A respondent will not be allowed to submit or resubmit a proposal after the date and time specified in each RFP. Responses received after the specified due date and time given in each RFP will not be considered. Proposer is wholly responsible for ensuring Proposer's proposal is complete and submitted timely to the Lead State in the format required by this RFP.
8. The Proposal Contact identified by Proposer in Attachment 06], Proposer Information, Acknowledgements, and Certifications must be able to respond timely to communications from the Lead State. Proposer must, within 24 hours, notify the Lead State of any change to Proposer's Proposal Contact. Proposer is wholly responsible for ensuring communications received by Proposer's Proposal Contact are reviewed and addressed timely by the appropriate personnel. The Lead State may, but is under no obligation to, notify Proposer's Proposal Contact of updates to the RFP Website, including the posting of RFP amendments. Proposer is wholly responsible for reviewing updates and submitting a proposal that is responsive to and compliant with the RFP as amended.
9. Incomplete proposals may be rejected. Amendments to RFP responses received by the Lead State after the due date and time specified shall not be considered. All RFP responses shall be signed by a person duly authorized to sign RFPs on behalf of the respondent. Unsigned RFP responses may be rejected.
10. Conditional RFP responses are subject to rejection in whole or in part.
11. Proposed Modifications to the Sample Master Agreement.

The Lead State may, but is not obligated to, consider proposed modifications to the Sample Master Agreement per the Response Requirement 4. Master Agreement Review. Provisions of the Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Proposer-specific modifications to the Sample Master Agreement may be proposed as part of Proposer's proposal in Response Requirement 4. Master Agreement Review, but are strongly discouraged. The quantity, breadth, and nature of modifications proposed by Proposer may be considered in the Lead State's evaluation of Proposer's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Proposer's proposal is conditioned, may result in Proposer's proposal being deemed non-responsive.

The following will not be considered by the Lead State:

- a. Any proposed modification not submitted with Proposer's proposal in Response Requirement 4. Master Agreement Review;
- b. Any proposed modification not accompanied by an explanation as required in Response Requirement 4. Master Agreement Review;
- c. Any proposed modification not reflected in redlined edits to the Master Agreement and submitted with Proposer's proposal per Response Requirement 4. Master Agreement Review;; and
- d. Any proposed modification merely referencing another document or a URL.

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Proposers may propose additional terms but must include them in Response Requirement 4. Master Agreement Review; and must clearly identify where any terms conflict with the Sample Master Agreement.

If Proposer is awarded a Master Agreement resulting from this RFP, a comparison of Response Requirement 4. Master Agreement Review; and Proposer's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.

12. Proposer's proposed costs must be inclusive of all fees and charges, including but not limited to fees or charges for credit card payments and personnel. All costs proposed by Proposer must also be inclusive of the NASPO ValuePoint administrative fee. Proposed costs incorporated into a Master Agreement resulting from this RFP represent not-to-exceed pricing and minimum discounts, where applicable.

Any price offerings from Proposers must be valid for a period of 180 days from the due date of the proposals.

13. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

14. All RFP responses are subject to public inspection after the execution of Master Agreements resulting from this RFP.

Award:

DAS may correct inaccurate awards resulting from clerical or administrative errors.

Respondents have 10 days after notice of award of the Contract to refuse acceptance. After 10 days the Contract will be binding on the Contractor. If the Contractor rejects the award within the 10 day period, DAS will award the Contract to the next most advantageous respondent.

Contract:

15. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio terms.

16. Section 4a-81 of the Connecticut General Statutes requires that this RFP, of which these Standard Terms and Conditions are a part, include a notice of the consulting agreement representation requirements described in Section 4a-81 of the Connecticut General Statutes. Accordingly, contractors are notified as follows:

16. (a) No state agency or quasi-public agency shall execute a contract for the purchase of goods or services, which contract has a total value to the State of fifty thousand dollars or more in any calendar or fiscal year, unless the contract includes representations described in subsection (b) of 4a-81 of the Connecticut General Statutes as follows:

16. (b) 1. Each contract shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, State or public official or State employee was expected or made.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contracting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority,

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official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contracts.

"Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such contract is executed.

16. (b) 2. Such representation shall be sworn as true to the best knowledge and belief of the person signing the contract and shall be subject to the penalties of false statement.

16. (b) 3. Such representation shall include the following information for each consulting agreement listed: the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former State employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

16. (c) If a contractor refuses to agree to the representations required under subsections (a) and (b) of Section 4a-81 of the Connecticut General Statutes, then the state agency shall not award the contract to such contractor and shall award the contract to the next highest ranked contractor or seek new RFP responses.

17. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the RFP, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation requirements described in the Statute. Accordingly, pursuant to the Statute, contractors are notified as follows:

17. (a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in Section 4-250 of the Connecticut General Statutes.

17. (b) No state agency or quasi-public agency shall execute a large state contract unless such contract contains the representation described in Section 4-252(c) of the Connecticut General Statutes as follows:

17. (c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall represent:

17. (d) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participates substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or State employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency; That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and (iii) that the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

17. (e) Any respondent that does not agree to the representations required under Section 4-252 of the Connecticut General Statutes shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or seek new RFP responses.

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18. Section 4-252a of the Connecticut General Statutes requires that the RFP solicitation, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation requirements described therein. Accordingly, pursuant to the Section 4-252a of the Connecticut General Statutes, contractors are notified as follows:

18. (a): The terms "quasi-public agency," and "state agency," have the same meanings as provided in Section 1-79 of the Connecticut General Statutes, "large state contract," as used in this section shall have the meanings set forth in Section 4-250 of the Connecticut General Statutes.

18. (b): No state agency or quasi-public agency shall execute a large state contract unless such contract contains a certification as follows:

Contractor has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

19. The existence of the Contract shall be determined in accordance with the requirements set forth above. However, the award of the Contract is not an order to ship. Contractors may not begin to perform under the awarded Contract until the Contractor and the State have executed the Contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

19. Section 9-612 of the Connecticut General Statutes requires that the RFP solicitation, of which these Standard Terms and Conditions are a part, include a notice of the contractor representation and certification requirements described therein. Accordingly, pursuant to the Section 9-612 the Connecticut General Statutes, contractors are notified as follows:

19 a. The State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions is located at the Internet link <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.

19 b. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

19 c. No state agency or quasi-public agency shall execute a state contract unless such contract contains a certification that:

i. Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of section 9-612 of the Connecticut General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.



ii. Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall disclose on the certification all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all such contributions have been disclosed.

20. Sections 4a-60 and 4a-60a of the Connecticut General Statutes require that this RFP solicitation of which these Standard Terms and Conditions are a part include a nondiscrimination affirmation certifying that the contractor understands the obligation of Sections 4a-60 and 4a-60a of the Connecticut General Statutes that require contractor to maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (c) of 4a-60 and subsection (b) of 4a-60a. The authorized signatory of the contract shall demonstrate his or her understanding of these obligations by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, or (B) providing an affirmative response in the required online response to a bid or proposal question which asks if the contractor understands its obligations.

21. Amendment or Cancellation of the RFP

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so. Information shared orally or in informal communications will not be considered an amendment unless explicitly stated in the communication or documented in writing on the RFP Website.

Proposers may, through the process described in this RFP for asking questions, propose amendments to the RFP, including adjustment of deadlines. The Lead State is not obligated to consider any proposed amendment.

The Lead State may extend any deadline given to Proposers during the RFP process, including the RFP Close Date and RFP Q&A Deadline.

Proposers are wholly responsible for reviewing amendments and updates to the RFP Website, acknowledging amendments as required, and submitting a proposal that is responsive to and compliant with the RFP as amended.

If the Lead State cancels this RFP, the Lead State may, at its discretion, re-issue this RFP or issue another RFP for the same or similar Deliverables.

22. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals. The Lead State is under no obligation to provide Proposer an opportunity to modify or submit an addendum to Proposer's original proposal or to submit another proposal, including a best and final offer, prior to final evaluation and award.

23. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals. The Lead State may, but is not obligated to, enter into discussions with or request clarifications or demonstrations from one or more Proposers prior to awarding a Master Agreement. Proposers are expected to be ready to participate in discussions, clarifications, or demonstrations with limited notice. Discussions, clarifications, and demonstrations must be consistent with Proposer's original proposal and will become an addendum to Proposer's proposal.



24. Proposer Demonstration of Proposed Services and or Products

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

25. Waiver

The Lead State may waive any requirement in this RFP if the Lead State determines that waiver is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities. Waiver of a requirement will not be construed as waiver of any other requirement in this RFP. The Lead State may also waive minor irregularities or defects in a Proposer's proposal.

26. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

27. Ownership of Proposals

All proposals shall become the sole property of the Lead State and will not be returned. Proposer grants the Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Proposer's proposal, which may be:

- a. Shared with NASPO members;
- b. Shared with entities represented on the Multistate Sourcing Team;
- c. Posted to the NASPO ValuePoint website following execution of Master Agreements for examination by potential Participating Entities and Purchasing Entities;
- d. Subject to disclosure in accordance with applicable public information laws, rules, and policies; and
- e. Subject to retention, archiving, and destruction in accordance with applicable retention laws, rules, and policies.

If Proposer is claiming any portion of its proposal as confidential, proprietary, or protected, Proposer must submit with Proposer's proposal a redacted copy of Proposer's proposal, which must be clearly marked as such. Proposer may not mark pricing or Proposer's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Proposer as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Proposer fails to submit a redacted copy of Proposer's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Proposer releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.

28. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

29. Consideration of External Information.

The Lead State and Multistate Sourcing Team may consult external sources and consider external information to confirm the responsibility of Proposer, the responsiveness of Proposer's proposal, and the veracity of any representation made by Proposer. Proposer will be given a reasonable opportunity to respond to any external information obtained by the Lead State and Multistate Sourcing Team that materially and negatively affects evaluation of Proposer's proposal. External information does not include information obtained from references provided by Proposer.



30. Normalization of Cost Scores.

At the Lead State's discretion, points earned in the Cost Proposal evaluation may be normalized and scaled to award the Proposer earning the highest total cost score the maximum number of cost points possible.

31. Rejection of Proposals. The Lead State may reject Proposer's proposal at any time if the Lead State determines that:

- a. The proposal is non-responsive;
- b. The proposal has failed to meet any mandatory requirement of the RFP, including any minimum scoring threshold;
- c. Proposer is not responsible; or
- d. Proposer has committed a violation of procurement law, rule, or policy.

32. Confidential Information.

If Proposer is provided or given access to Confidential Information in connection with this RFP, Proposer will keep the Confidential Information in confidence and will not use the Confidential Information for any purpose other than as directed by the Lead State and as necessary to respond to this RFP. Unless otherwise directed by the Lead State, Proposer will destroy Confidential Information within 30 days of the cancellation of this RFP, rejection or withdrawal of Proposer's proposal, or execution of a Master Agreement between the Lead State and Proposer.

33. No Exclusivity.

Master Agreements resulting from this RFP will be established solely for the convenience of Participating Entities. The Lead State, Participating Entities, and Purchasing Entities reserve the right to obtain the same or similar Deliverables from other sources when in their best interest and permitted by applicable law, rule, or policy.

The Lead State may, at its discretion, issue a supplemental solicitation during the term of a Master Agreement resulting from this RFP if the Lead State determines that:

- a. There is insufficient competition among Contractors awarded a Master Agreement resulting from this RFP;
- b. The quantity or diversity of Deliverables available through Master Agreements resulting from this RFP is insufficient to meet demand; or
- c. Changes in the industry, market, or technology justify the solicitation of new or supplemental Contractors or Deliverables.

34. Mandatory State Preferences. The Lead State may apply mandatory evaluation preferences to proposals of eligible Proposers as set forth in applicable laws, rules, policies, or provisions of this RFP. Proposer is wholly responsible for demonstrating eligibility for any applicable preference in Proposer's proposal, including identification of applicable Business Certifications in Attachment 06, Proposer Information, Acknowledgements, and Certifications. Proposer that meet the requirements for award with an applied preference but would not receive an award without an applied preference may be awarded a contract for use by the Lead State but will not be awarded a NASPO ValuePoint Master Agreement for use by other states and eligible entities.

35. Interested States.

States that have requested to be named in this RFP as potential participants in the resulting Master Agreement(s) are listed as Interested States in Attachment 05, Participation Information. This list neither guarantees execution of a Participating Addendum by an Interested State nor precludes execution of a Participating Addendum by any state or entity not identified as an Interested State.

The Estimated Annual Volume in Attachment 05, Participation Information aggregates usage estimates, self-reported by the Interested States, which may be based on any factor considered relevant by each Interested

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State, including historical usage and anticipated future usage. No minimum or maximum level of sales volume is guaranteed or implied.

Some Interested States have also provided state-specific terms and conditions that may apply to a Participating Addendum executed with a Proposer awarded a Master Agreement through this RFP. Any terms and conditions included in Attachment 05, Participation Information are being provided for informational purposes only and will not be incorporated into the Master Agreement or addressed or negotiated by the Lead State. Participation and the terms and conditions applicable to each Participating Entity will be determined by the Participating Entity following negotiation of a Participating Addendum with a Contractor.

36. Potential Participation by Canadian Entities.

In addition to potential Participating Entities within the United States, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, the Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Quebec, Saskatchewan, and Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use a Master Agreement resulting from this RFP, with the approval of the Contractor.



Attachment 03

RFP EVALUATION PLAN

The following information, in addition to the requirements, terms and conditions identified throughout this RFP, will be considered as part of the selection process and are listed in order of relative importance. All responses will be reviewed and scored by the NASPO ValuePoint Multistate Sourcing Team and the evaluation process will consist of the following stages:

Stage 1: Initial Responsiveness Administrative Review by Lead State

Administrative Response Requirements (Pass or Fail). All Proposals will be reviewed first to ensure that they meet the mandatory submittal requirements listed below. Any Proposal not meeting the mandatory submittal requirements may be found non-responsive.

1. Proposer's response to CTsource submittal requirements and questions.
 - i. Please note proposer provided reference may be contacted by the Lead State.
2. Proposer's completed Attachment 6, Proposer Information, Acknowledgements, and Certifications submittal.
3. Proposer's completed response requirements as applicable:
 - i. Proposer's Response Requirement 1. Technical Proposal Response submittal(s)
 - ii. Proposer's Response Requirement 2. Information Technology and Security submittal(s)
 - iii. Proposer's Response Requirement 3. Cost Proposal submittal(s)
 - iv. Proposer's Response Requirement 4. Master Agreement Review submittal(s)

Stage 2: Technical Proposal Evaluation = 70 % Weighted Criteria

All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Only those Proposals meeting or exceeding a score threshold of three (3) points for Stage 2 will be eligible to move on to Stage 3.

1. Proposer's Response Requirement 1. Technical Proposal Response submittal(s)
2. Proposer's Response Requirement 2. Information Technology and Security submittal(s)
3. Proposer's Response Requirement 4. Master Agreement Review submittal

Stage 3: Value and Cost Evaluation = 30 % Weighted Criteria

All Proposals will be reviewed and scored based on the evaluation criteria for this stage listed in order of importance below. Scores will be on a rating scale out of four (4) points and averaged. Maximum total points is four (4) for Stage 3.

Proposer's Response Requirement 3. Cost Proposal(s) submittal(s), as applicable:

- Exhibit B. Price Schedule Cost Proposal for Category 1 Radio Frequency
- Exhibit B. Price Schedule Cost Proposal for Category 2 Alcohol Monitoring
- Exhibit B. Price Schedule Cost Proposal for Category 3 GPS Price Schedule

Optional. Not scored:

**Request for Proposals for
ELECTRONIC MONITORING PRODUCTS AND SERVICES**

Issued by the **State of Connecticut**
Solicitation Number 22PSX0021



- Exhibit B. Cost Proposal and Narrative for Category 4. Value-Added Technology and Services submittal.

Following completion of Stage 3, Proposals will be ranked by the total sum of the Proposer's Stage 2 score and Stage 3 score.

After evaluations are completed, the Lead State and Multistate Sourcing Team will determine which Proposals are most advantageous to the Lead State and potential Participating Entities and Purchasing Entities. Methods used to make this determination may include, but are not limited to, one or more of the following: 1. Identification of a natural break in total scores 2. Identification of a minimum scoring threshold above which Proposers are deemed to be adequately qualified; and 3. Consideration of the optimal number of Contractors required to successfully supply Deliverables to Participating Entities and Purchasing Entities

Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards. Following approval of the NASPO ValuePoint executive council, negotiations will begin with the highest scoring Proposers. Awards will be posted as Master Agreements are executed via amendments on CTsource. CTsource, will be updated with all final awards once all Master Agreements are executed.

The Multistate Sourcing Team may, at its sole discretion, may conduct additional rounds of discussions and a Best and Final Offer ("BAFO") round. The Lead State reserves the right to determine the number of awarded Contractors based on determining factors (e.g., a natural break in score, number of awardees). The Multistate Sourcing Team may request the Proposers eligible for award to submit a demonstration video of certain functionality of the proposed Products and/or Services.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 07/14/2022)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the

State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

4.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

4.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables

and, subject to the State's obligations with respect to Confidential Information, authorize others to do the same on the State's behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

[ALTERNATE OWNERSHIP LANGUAGE TO BE USED WHEN THE STATE WILL NOT OWN WORK PRODUCT OTHER THAN SYSTEM OUTPUT – MORE TYPICAL FOR SAAS]:

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term “**Work Product**” means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State's use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State

and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “**State Intellectual Property**”).

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State’s receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys’ fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor’s attempts to prevent or unreasonably delay public disclosure of Contractor’s information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor’s attempts to prevent public disclosure of Contractor’s information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the

course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). [In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment ____].

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably

requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor’s receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor’s fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor’s back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;

- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (v) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$_____ per claim, \$_____ aggregate; and (b) first party Breach Notification Coverage of not less than \$_____.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

9. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT, OR \$ [REDACTED], WHICHEVER IS GREATER. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without

limitation any Deliverables for which State has made payment in whole or in part) (“State Materials”), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

[FOR USE WITH SAAS CONTRACTS]

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor’s possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor’s policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and

all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

19 SOV Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 22-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: _____

SOV CONTRACT NO. _____ **CONTRACT EFFECTIVE DATE:** _____

This Business Associate Agreement ("Agreement") is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Insert Name of AHS Department** ("Covered Entity") and Party identified in this Agreement as Contractor or Grantee above ("Business Associate"). This Agreement supplements and is made a part of the contract or grant ("Contract or Grant") to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 ("Privacy Rule"), and the Security Standards, at 45 CFR Parts 160 and 164 ("Security Rule"), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

"*Agent*" means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

"*Breach*" means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

"*Business Associate*" shall have the meaning given for "Business Associate" in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

"*Electronic PHI*" shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

"*Individual*" includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"*Protected Health Information*" ("*PHI*") shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

"*Required by Law*" means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate*'s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate*'s Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business*

Associate makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;

b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;

c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;

d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 **Reporting *Unsuccessful Security Incidents.*** *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of *Unsuccessful Security Incidents*; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. Mitigation and Corrective Action. *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to

seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. Penalties. *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. Training. *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "*Business Associate*" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that

would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

Rev. 05/22/2020

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all

purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement,

(a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any

new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.