



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 #3

DESCRIPTION:

This Addendum to RFP 22PSX0021 is posted to:

1. Correct the question and response numbering.

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	Yes but proposer(s) are encouraged and may offer additional Product and/or Service solutions

	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?	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”), Alcohol Monitoring (“AM”), and GPS Satellite Monitoring (“GPSM”). However, Section 3.0 Product Specifications lists product requirements that are unique to GPSM. Examples include:	Proposer shall provide all information necessary for the Multistate Sourcing Team to evaluate proposed Product and/or Service solutions.

	a. #1. Only GSM 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 Contractor. If not applicable to electronic monitoring, will the State please delete?	Please refer to the instructions for Response Requirement 4. Master Agreement Review
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	Please refer to the instructions for Response Requirement 4. Master Agreement Review

	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?	
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.	ll. 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.
175.	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.
176.	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.
177.	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.
178.	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.
179.	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.
180.	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.
181.	Based on responses to all vendor questions, will the State allow additional questions to be submitted?	No.
END		