



ARIZONA SUPREME COURT

Administrative Office of the Courts
1501 West Washington, Suite 105
Phoenix, Arizona 85007

Request for Proposals

RFP 11-01

GPS Tracking Equipment and Services

February 14, 2011

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SECTION 1 INTRODUCTION AND OVERVIEW

1. Introduction

The Arizona Supreme Court (hereinafter referred to as the Court) is requesting proposals from qualified bidders for Global Positioning System (GPS) tracking equipment and services for high-risk offenders on supervised probation statewide in all 15 counties of Arizona. Bidders who wish to submit a sealed proposal based upon the specifications and conditions in this document shall submit it by 4:00 PM Arizona time on March 8, 2011 in accordance with the schedule below.

The public opening will be conducted at 4:00 PM Arizona time on March 8, 2011 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230, Phoenix, Arizona.

2. Proposers' Conference

No proposers' conference will be held.

3. Proposal Schedule

Activity	Date
a. Request for Proposals (RFP) published	February 14, 2011
b. Deadline to Submit Written Questions	February 22, 2011
c. Response to Written Questions/RFP Amendments	February 25, 2011
d. Proposal Due Date*	March 8, 2011
e. Tentative Date for Vendor Demo's (if needed)	March 22, 2011,
f. Contract Award	Mid- April
g. Training	Early-May
h. Monitoring Begins	July 1, 2011

The Court reserves the right to deviate from this schedule.

*** Proposals received after 4:00 PM Arizona time on March 8, 2011 will be accepted but will not be opened and will not be taken into consideration in the evaluation of proposals.**

4. Proposal Evaluation

Following the public proposal opening, proposals will be evaluated based upon the criteria outlined in Section 4 of this document. The contract(s) shall be entered into with the responsible bidder(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit taking into consideration the evaluation factors set forth in the Request for Proposals. The Court reserves the right (prior to contract award) to inspect a vendor's facilities, and to consider other sources of information to determine evaluation scores.

No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal if a competing bidder located outside of this state is not subject to a transaction privilege or use tax of a political subdivision of this state.

If there are no bidders who adequately meet the Court's specifications and/or budget, the Court reserves the right to reject any or all proposals or parts thereof. This RFP does not commit the Arizona Supreme Court to award any contract or to pay any costs incurred in the preparation of proposals. The Court reserves the right to accept or reject, in whole or in part, all proposals submitted and/or to cancel this RFP. Multiple contracts may be awarded.

5. Proposal Discussions

Discussions may be conducted with responsible bidders who submit proposals determined to be reasonably susceptible to permit a contractual agreement for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and before finalization of a contract for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing bidders.

6. Americans with Disabilities Act

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests should be made as early as possible to allow time to arrange the accommodation.

If you require special accommodations, please call (602) 452-3329 or text telephone (TDD) 452-3545.

SECTION 2 INSTRUCTIONS AND PROCEDURES

1. Necessary Documents. Vendors who wish to submit proposals for RFP 11-01 shall complete all necessary documentation as identified in Section 5 of this Request for Proposals.
2. Specifications. The specifications included in this package provide adequate information as to whether or not vendors can meet the needs of the Court. Significant deviations from the specifications may be grounds for disqualification of the proposal.
3. Procurement Rules. The Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (hereafter referred to as the Judicial Procurement Rules) adopted by the Arizona Supreme Court in accordance with the provisions of the Arizona Revised Statutes 41-2501.E are incorporated by reference herein and are made a part of this document as if they are fully set forth herein. Copies of these rules can be obtained from Don Bentley, Arizona Supreme Court at the address referenced on the cover page.
4. Subcontractors. The vendor has sole responsibility for any contracts or agreements made with any subcontractors in relationship to this RFP, and shall disclose all such agreements.
5. Vendor Certification. By submission of a proposal, the vendor certifies that:
 - A. The vendor has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.
 - B. The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other vendor.
6. Preparation of the Proposal
 - A. Vendors are expected to examine all rules, documents, forms, specifications, standard provisions, and all instructions. These materials can be made available in alternative formats upon request. Failure to do so will be at the vendor's risk.
 - B. Each vendor shall furnish all information required by the RFP. The vendor should refer to Section 5 which contains the proposal submittal checklist, to ensure all required materials have been enclosed.

C. Time, if stated as a number of days, will be calendar days.

7. Explanation to Bidders

Any inquiries/questions related to this RFP are to be directed in writing to the contact person below. Any verbal or written inquiries directed to anyone other than the contact person specified below will not be considered. All questions must be submitted by 5:00 PM Arizona time on February 22, 2011 to:

Don Bentley, Procurement Officer
Arizona Supreme Court
1501 West Washington, Suite 105
Phoenix, Arizona 85007-3231
Email: dbentley@courts.az.gov
Fax: (602) 452-3329

The question and response will be posted to the Arizona Judicial Department's website. Any explanations or clarifications given at the website will be considered added to the specifications. Interested parties must check the website at <http://www.azcourts.gov/adminservices/Procurement.aspx>.

8. Submission of Proposal

- A. Sealed proposals are due on or before 4:00 PM Arizona time on March 8, 2011 to Don Bentley, Arizona Supreme Court, 1501 West Washington, Suite 105, Phoenix, Arizona 85007-3231. Proposals must be in the actual possession of the Court on or prior to the exact time and date indicated. Late proposals will not be considered under any circumstances.
- B. **Proposals must be submitted in a sealed envelope with the RFP number and the vendor's name and address clearly indicated on the outside of the package.** All proposals must be completed in ink or be typewritten.
- C. The vendor must submit one original and 10 copies of each proposal.
- D. Vendors submitting a proposal shall indicate the vendor's name and the RFP number on each page of the document.
- E. Erasures, interlineations, or other modifications in the proposal must be initialed by a person authorized to sign the proposal and contract.

9. Public Opening

A public opening of proposals shall be held at 4:00 PM Arizona time on March 8, 2011 at the Arizona State Courts Building, 1501 W. Washington, Conference Room 230. At that time, the name of each vendor shall be publicly read and recorded. All other information contained in the proposal shall be confidential so as to avoid disclosure of contents prejudicial to competing vendors during the process of negotiation. This record shall be open for public inspection after a contract is entered into. However, where the vendor designates, and the court concurs, trade secrets or other proprietary data contained in the proposal documents shall remain confidential.

10. Presentations

The Court may request oral presentations or product demonstrations with any or all of the bidders for purposes of clarification or to amplify the materials presented in any part of the proposal. Any presentations requested will be considered part of the proposal and as such must be paid for by the bidder. The Court will not reimburse for costs related to the development or delivery of any proposals.

11. Contract

The contract(s) shall be entered into with the responsible vendor(s) whose proposal is determined in writing to be the most advantageous to the Judicial Branch Unit, taking into consideration the evaluation factors set forth in the RFP.

SECTION 3 REQUIREMENTS AND SPECIFICATIONS

All proposers must complete the Product Information & Evaluation Sheets in Section 5 and submit them as part of the proposal.

3.1 Purpose

The intent of this RFP is to contract for Global Positioning System (GPS) tracking equipment and obtaining limited monitoring services for offenders on probation statewide in all 15 counties of Arizona.

3.2 Background and Goals

The Adult Probation Services Division (APSD) is a Division within the AOC responsible for overseeing the effective statewide administration of adult probation programs and services in accordance with statutory and administrative guidelines.

On June 21, 2006, Arizona's Governor signed a bill (SB 1371 created A.R.S. § 13-902.G) that requires certain sex offenders who are sentenced on or after November 1, 2006, to undergo GPS monitoring for a portion or up through the duration of their probationary period. The number of offenders who have been convicted of a dangerous crime against children (DCAC) who have been court ordered to wear a GPS unit has grown steadily every year since the inception of the program. The average number of offenders under GPS supervision on any given day is as follows:

- FY 2011-(July 2010-December 2010) - 235
- FY 2010- 218
- FY 2009-159
- FY 2008-79

The intent of the RFP is to contract for an Electronic Monitoring System (EMS) that utilizes Global Positioning System (GPS) tracking equipment to provide 24-hour, 7-day per week monitoring of designated offenders for the purpose of providing increased supervision.

A second portion of the RFP exists for providing limited service monitoring. The AOC is requesting that the vendor provide a first response capability to screen all violations, determine their severity, and either clear or notify agency contacts as determined by the AOC.

3.3 Requirements

Arizona's probation population is distributed throughout the State's fifteen counties. Because many locations where offenders either live or work are not within areas where there is adequate cellular coverage, active (or real-time) GPS monitoring is not a viable statewide option at this time. Consequently, the AOC is interested in:

- Vendor equipment that has the ability to provide tracking that ranges from near real time to once each day (can convert from passive to active through a software interface);
- Vendor shall maintain a call center twenty four (24) hours a day, three hundred sixty-five (365) days a year to provide constant communications links with immediate notification of alarms;
- Preferred system shall provide a web-based software application for enrollment, scheduling and reviewing of offender location and mapping. Mapping software utilized shall include, but not be limited to, the following:
 - Allow for zooming/scaling from street level to statewide;
 - Allow for identification/labeling of streets;
 - Display offender location information in a sequenced event and/or at a specific date and time;
 - Display inclusion and exclusionary zones. Must be printable from the screen;
 - Identification of locations (schools, licensed day care centers, parks etc) that would be high risk areas for offenders; and
 - Provide updated maps at a minimum of every six months.
- User interface shall allow probation staff to:
 - Add, delete, or edit offender information without the requirement for contacting the monitoring center;
 - Modify notification preferences online; and
 - Fast forward through GPS tracking points.

3.4 Lost/Stolen/Damaged Equipment

The Court is responsible reimbursing the vendor for GPS equipment that has been lost, stolen or damaged by the defendant. The vendor will incur the replacement costs of up to \$4,000.00 per contract year for GPS equipment that is lost or damaged through no fault of the offender or negligence of the Court.

3.5 Compliance

The vendor must identify all terms and condition with which they are not able to comply. Otherwise, it is assumed that all terms and conditions as specified herein are accepted by the vendor.

**SECTION 4
PROPOSAL EVALUATION CRITERIA**

Proposals will be evaluated in two phases:

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposals (RFP). For a proposal to be considered responsive, it must meet the following tests:
 - A. A sealed original and 10 copies must be physically in the possession of the Arizona Supreme Court, 1501 W. Washington, Suite 105, no later than 4:00 PM Arizona time on March 8, 2011.
 - B. The proposal must include all required items on the Proposal Submittal Checklist (Section 5).
 - C. The original and all copies of the proposal must be in ink or typewritten.
2. An in-depth analysis and evaluation will be based upon the following criteria. The evaluation criteria are listed in order of relative importance.

Evaluation Criteria	Relative Importance
A. Product Functionality -- Ability to meet specifications -- Ease of use	40%
B. Price -- Detailed budget with both direct and indirect costs identified	20%
C. Quality of product and vendor performance with other businesses/criminal justice agencies -- References and reputation	25%
D. Quality of Vendor Response -- Each response will be evaluated to determine the vendor's understanding of the project and its ability to perform and meet each technical specification. Each item must have been discussed clearly and succinctly.	15%

**SECTION 5
PROPOSAL SUBMITTAL DOCUMENTS**

The following materials must be submitted as part of a vendor response:

1. Proposal Submittal Letter (see page 12)
2. Three references which must be users of the product (see page 13)
3. A list of all criminal justice agencies who have contracted with the vendor over the past five (5) years.
4. Vendor profile (see page 14)
5. Product Information and Evaluation Sheets (see pages 15-24)
6. Proposal pricing sheets to include detailed costs for an Electronic Monitoring System that utilizes GPS tracking equipment to provide 24- hour, 7-day per week monitoring of designated offenders.
7. A description of exceptions (if any) to the sample contract provided in Section 6 of the RFP. Any exceptions to the sample contract must be noted in the vendor response.
8. A list of replacement costs for damaged equipment.
9. Vendor's License and Maintenance and Service/Support Agreements.
- 10 .Additional Data (any additional descriptive/narrative data the vendor wants to submit).

PROPOSAL SUBMITTAL LETTER
(Use as page 1 of proposal)

Mr. Don Bentley
Arizona Supreme Court
Administrative Office of the Courts
1501 W. Washington, Suite 105
Phoenix, Arizona 85007-3231

Dear Mr. Bentley:

In response to your Request for Proposals (RFP) number 11-01, the following response is submitted

In submitting this proposal, I hereby certify that:

1. the RFP has been read and understood;
2. my company will comply with the requirements set forth in the RFP;
3. the materials requested by the RFP are enclosed;
4. all information provided is true, accurate, and complete to the best of my knowledge;
5. this proposal is submitted by, or on behalf of, the party that will be legally responsible for service delivery should a contract be awarded.

Signature of Authorized Official _____ Date _____

Name of Signatory: _____

Company: _____

Title: _____ Phone: _____

Address: _____

Federal Employer ID# or SSN#: _____

PROPOSAL REFERENCES

(Use as page 2 of proposal)

Vendors shall provide at least three (3) references (Phoenix or Tucson metropolitan areas preferred). Please provide the following information for each reference:

- CLIENT NAME:** Identify the name of the client or site as appropriate.
- CONTACT NAME:** Identify who the point of contact at the client or site should be.
- CONTACT INFORMATION:** Provide the address and telephone number where the client or contact can be reached.
- PROJECT DESCRIPTIONS:** Attach brief descriptions of projects performed for the references provided.

<u>CLIENT NAME</u>	<u>CONTACT NAME</u>	<u>CONTACT INFORMATION</u>
1.	_____	_____
	_____	_____
2.	_____	_____
	_____	_____
3.	_____	_____
	_____	_____

VENDOR PROFILE

(Information can be on a separate sheet)

What is the physical address, mailing address, and fax number of your company's main office?

Who in your company will be our primary point of contact during the proposal evaluation process? (Please provide name, title, direct phone number, e-mail address, fax number, and mailing address).

Who in your company is authorized to negotiate a contract with us? (Please provide name, title, direct phone number, fax number, and mailing address).

Provide a brief history of your company.

Indicate the total number of employees in your company and their distribution by function.

Provide most recent annual report and financial statement.

Comment on any partnership(s) with other vendors.

PRODUCT INFORMATION & EVALUATION SHEETS

These evaluation sheets will be used to compare vendors' product and service offerings. **Vendors will only use these sheets or a facsimile of these sheets.**

Respond to all of the following questions with reference to your currently available standard product. Make note of any features that will only be available in your next release and state the expected date when this release will be available. Also note if any features are handled outside the standard product by additional modules and if they must be purchased separately. If any additional modules are needed, please list the purchase price in the Cost/Pricing section.

Indicate compliance to each requirement as: Fully; Partly; or No (Not Compliant). Explain any requirement that you do not mark as "Fully" compliant.

Provide short written answers where applicable.

Description	Fully	Partly	No	Comments
A. Transmitter and Strap (required for both active and passive GPS systems)				
1. Transmitter must be lightweight, small, and attach around the client's ankle.				
1.a. Describe the size, weight, and shape of the transmitter and the strap:				
2. Strap must be made of hypoallergenic material and not of any metal or steel that may cause injury to either the client or officer.				
3. Strap must have the capability to be securely sized to a client. If straps are pre-sized, they must be immediately available in one-half inch increments.				
4. Transmitter must be easy to install with minimal training and experience on the part of the installer.				
4.a. Describe the tool(s) necessary for installing the transmitter and the process for installation:				
5. Transmitter must emit a uniquely coded signal on a non-commercial frequency.				
6. Transmitter case must be sealed, shock-resistant, and waterproof.				
7. Must emit a low battery signal before the transmitter battery is exhausted.				

7.a. Describe the time element and process for emitting a low battery signal.				
8. Transmitter battery must have an operational life of at least one year.				
9. Transmitter must include an automatic reset feature if a tamper condition is corrected.				
10. Field personnel must be able to electronically match any unassigned transmitter with any unassigned tracking unit in the agency's inventory.				
11. Transmitter and strap must have dual tamper resistance which will enable the transmitter to immediately notify the monitoring center (when in range) of any attempt to remove the transmitter from the ankle, either by severing the strap OR sliding off the transmitter without severing the strap.				
B Portable Tracking Unit (PTU) (required for both active and passive GPS systems)				
1. PTU must be small and lightweight.				
1.a. Describe the dimensions, size, weight, and shape of the PTU:				
2. If required for use with the proposed PTU, waist packs, carrying bags or clips shall be provided to the AOC at no additional cost.				
3. PTU must detect the presence/absence of the client's transmitter and acquire GPS signals to record its location as the client travels around.				
4. PTU must be able to be charged through a power outlet, AC wall outlet, and/or through a base station.				
5. PTU must be able to record GPS data at adjustable preset intervals down to every minute.				
6. PTU must be able to send collected data to the central monitoring computer at least once per minute (active system).				
6.a. Describe the intervals at which the <u>active</u> system records:				

6.b. Describe the intervals at which the <u>passive</u> system records:				
7. PTU must include an adjustable length of time for a transmitter to be out of range before recording a violation. The length of time should be adjustable between 1 and 10 minutes.				
8. PTU must be able to detect and report if the client attempts to tamper with the case.				
9. PTU must be able to detect if the tracking unit is in motion.				
10. PTU must include an LCD indicator to inform the client of the tracking unit's battery status.				
11. PTU must report a transmitter tamper immediately when detected.				
12. PTU must report a low transmitter battery within 30 minutes of losing a charge.				
13. PTU must be able to store events and GPS data in memory when communication with the central monitoring computer is lost.				
14. PTU shall have LCDs which agency staff can configure to indicate when GPS or transmitter signal strength is lost.				
15. PTU must be able to display pre-set text messages for violations to communicate violation information to the client. The message display features shall be adjustable by agency personnel.				
16. Agency personnel must be able to send scheduled pre-defined text messages to the client's tracking unit, as well as on-demand free-text messages.				
17. PTU must include a method for clients to acknowledge that they have received and read alert text messages and on-demand messages. This acknowledgement shall be time stamped, stored, and available for Agency personnel to review through the software interface.				

18. PTU shall have a field replaceable battery. The battery should last for one year or 365 charge cycles.				
19. PTU shall receive GPS signals in any orientation.				
20. PTU (passive) must be able to store up to 50,000 GPS points in memory.				
20.a. Describe the system's GPS point storing capacity:				
21. PTU (passive) must send all collected data to the central monitoring computer when docked to the base station (as long as phone service is available).				
22. PTU shall be configurable from a passive to an active GPS monitoring system via remote access (without the necessity of a telephone landline).				
22.a. Describe how long the PTU's battery holds a charge, the time it takes to recharge each day, and length of time before it fails to hold a charge:				
Section C- Base Station (Please complete only if vendor offers multi-piece devices				
1. Base station shall be easy to install.				
1.a. Describe the size and weight of the base station:				
1.b. Describe the process for installing the base station:				
2. Base station must be able to fully communicate with the central computer system over standard phone lines using a standard RJ-11-C modular telephone connector.				
3. Base station must connect to a standard two-prong, AC power source and include an in-line transformer rather than a plug transformer.				
4. Base station must indicate that it is receiving the signal from the transmitter.				
5. Base station must have two internal antennas to increase reception and decrease false out-of-range alerts.				

<p>6. Base station's range for receiving transmitter signals must be adjustable from a maximum of 150 feet to a medium range of 75 feet to a short range of 35 feet in order to accommodate residence of different sizes.</p>				
<p>6.a. Describe the base station's transmitter signal receiving range(s):</p>				
<p>7. Base station must include a sounder and LCD that can be enabled to alert the client if they are going out of range.</p>				
<p>8. Base station shall have an adjustable callback time.</p>				
<p>9. Base station must be able to communicate with the central monitoring computer on battery backup in the event of an AC power loss.</p>				
<p>9.a. Describe the length of time for battery back up</p>				
<p>10. Base station shall detect and time-stamp the following events at a minimum and promptly communicate them to the central computer (as long as phone service is available):</p> <ul style="list-style-type: none"> ▪ Transmitter enters the base station's range; ▪ Transmitter leaves the base station's range after a preset time interval that is adjustable from 2-10 minutes; ▪ Loss and/or restoration of the home's AC power; ▪ Loss and/or restoration of the home's telephone service (the phone service loss must be reported as soon as the telephone line is restored, including the actual time of the service loss). ▪ Low transmitter battery; ▪ Attempts to open the base station's casing; ▪ Docking and undocking of the PTU; ▪ Tampering by cutting or by severing the transmitter strap (while in range of the receiver) or removal of the transmitter without severing the strap. If a tamper 				

<p>occurs while out of range of the base station, then the temper alert signal shall be reported when the client enters the range of the base station.</p>				
D. Software				
<p>1. The GPS tracking system software must be accessible from the Internet, and allow agency personnel to:</p>				
<ul style="list-style-type: none"> ▪ Enter and edit client information, including zones and RF schedules. 				
<ul style="list-style-type: none"> ▪ Set violation notification procedures including escalation. 				
<ul style="list-style-type: none"> ▪ View and process alerts. 				
<ul style="list-style-type: none"> ▪ View event histories. 				
<ul style="list-style-type: none"> ▪ View and print reports at the request of probation departments. 				
<ul style="list-style-type: none"> ▪ Enter an unlimited number of zones and schedules per client. 				
<ul style="list-style-type: none"> ▪ Include zones that can be designed as areas where the client should be, should not be, or optional. 				
<ul style="list-style-type: none"> ▪ Be customizable at the officer level and the client level. 				
<ul style="list-style-type: none"> ▪ Obtain violation notifications that must be able to be communicated by email or phone call. 				
<ul style="list-style-type: none"> ▪ Make notes in the software about any alert that a client generates, with the note being attached to the alert. 				
<ul style="list-style-type: none"> ▪ Include a mapping report that includes the time, speed, direction, latitude, longitude, number of satellites, and address of each GPS data point collected for a client. Agency personnel must be able to zoom in and out, fast-forward, and rewind when reviewing the report, and be able to print the report. 				
<ul style="list-style-type: none"> ▪ Include a report for a single alert that includes a map (if the alert is a zone violation), the client's zones and schedules, and any comments associated with that alert. Agency personnel must be able to print the report. 				

<p>2. The central monitoring computer system must be backed up with both local redundancy and geographic redundancy for both active and passive cases.</p>				
<ul style="list-style-type: none"> ▪ The central monitoring computer system must include an uninterruptible power supply(UPS) and a generator to supply secondary power in the event of an extended power outage. 				
<ul style="list-style-type: none"> ▪ The software must allow agency personnel to “ping” the tracking unit. That is, agency personnel must be able to request that the unit immediately send its current location information to the central monitoring computer. The software must then provide a map to display the location at no additional cost. 				
<p>3. Vendor shall provide future software upgrades to the AOC at no additional cost for the term of the Contract.</p>				
<p>4. Restricted zones. Describe the software’s ability to systematically identify restricted zones (i.e. schools, parks, recreation areas, etc.) and minimum and maximum area of restricted or permitted zone.</p>				
<p>5. Vendor shall update GPS mapping software at a minimum of once per annum to reflect current community growth and expansion of neighborhoods and roads.</p>				
<p>5.a. Identify who provides your maps, the last time mapping software was updated and how frequently it is updated.</p>				
<p>E. Training</p>				
<p>1. Vendor shall provide to agency personnel all training necessary to implement and manage the program successfully. Training must include training and reference materials.</p>				

1.a. Describe the training format, information covered, and proposed class size and training time (duration):				
1.b. The AOC anticipates the need to conduct 4 training sessions (for approximately 110-150 probation field staff from 15 counties) . Participants will receive an overview of the vendors GPS program, vendor to discuss equipment and software and AOC to provide information on the field officer's role within the larger program operations. Based on this proposed training, provide a cost estimate (if any) to conduct the vendor's portion of this training, including any cost for reference materials and transmitter straps worn by participants.				
1.c. Provide a copy of reference materials that will be provided to the training participants:				
1.d. Provide a copy of a training syllabus and any anticipated handout(s):				
2. Vendor's training must be provided by experienced trainers.				
3. Vendor shall provide initial field equipment training on site, along with follow up trainings as required by agency staff.				
4. Vendor shall provide regular software application trainings via the internet, or on site if requested.				
4.a. Describe the anticipated frequency of software application trainings and the format (via internet or on site):				
F. Spare inventory, Maintenance, and Repairs				
1. Vendor shall supply, (at no additional cost until install occurs), an inventory of spare base stations, transmitters, and tracking units.				
1.a. Describe the quantity of the spare inventory the vendor will provide (keeping in mind that there are a total of 15 counties who will be operating the program) and that new clients will be added continuously throughout the year:				
2. Vendor shall supply replacement straps and replacement batteries at no additional charge while equipment is under a lease or maintenance contract.				

3. Vendor shall provide maintenance of the equipment for the length of the contract at no additional cost.				
4. Vendor shall maintain the equipment and spares in good operating condition and arrange for prompt repair or replacement.				
5. Equipment for replacement shall be shipped over night or priority mailed to and from the contractor at no cost to the AOC within twenty four (24) hours.				
5..a. Describe how you priority ship replacement equipment to probation departments:				
G. Experience and References				
1. Vendor shall identify all current and former contract activity with any existing government agency related to the provision of GPS services. Indicate when involvement occurred, type of activity and length of activity.				
1.a. Provide a copy of a current contract with any existing government agency related to the provision of GPS services: (additional information and/or comments may be provided if desired).				
2. Vendor shall supply a minimum of three references for which the vendor has provided offender monitoring services. Vendor must provide the name, title, address, telephone number(s), and email address of a contact individual, and a description of the program.				
3. Vendor shall provide information on any cancelled contract within the past 5 years.				
3.a. Describe the circumstance(s) precipitating each contract cancellation and contact information for the agency.				
H. Billing and Reporting				
1. Vendor shall provide monthly reports to each agency (as specified by AOC) as well as a statewide summary to				

AOC that includes: the total population served, total number of monitored days, and breakdown of equipment type (active versus passive).				
2. Reports. Provide a sample statistical report summarizing the utilization of services to include the offender's name, unique identifier, GPS unit number, start and end date, average length of monitoring and charges. This report must be available by region and for the entire state.				
3. Vendor will provide a sample of your proposed billable line items and a sample of your monthly billing statement.				
<u>I. Monitoring Services</u>				
1. Vendor shall provide a first response capability that screens all violations and resolves certain violation types (i.e., lost GPS signal, low battery warning) according to protocols provided by the AOC. For other specified violations (i.e., violating exclusion zones or a strap tampering), the vendor will immediately notify and provide pertinent information to agency contact persons determined by the AOC.				
<u>J. Customer Service and Support</u>				
Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll free telephone line 24 hours a day, seven (7) days a week, including holidays.				
1.a Describe the type of technical support that will be available to probation departments employees.				

Contract No. _____

SECTION 6
SAMPLE CONTRACT
EQUIPMENT AND SERVICES CONTRACT

This Contract is made by and between the ARIZONA SUPREME COURT, herein referred to as "Court," located at 1501 W. Washington, Phoenix, Arizona 85007, and CONTRACTOR'S NAME, herein referred to as "Contractor," a _____ doing business at _____.

Recitals

1. The Arizona Superior Court, through its adult probation department in each county, is responsible for providing supervision services to adults sentenced to probation in the State of Arizona.
2. A statewide GPS monitoring program requires procurement of GPS equipment, provision of officer training, and development and implementation of policies and procedures governing GPS use, monitoring protocols, and data collection.
3. The Contractor is specialized in GPS tracking equipment and services and can perform the work specified in this Contract within the time limits established by the Court.
4. The Court desires to employ the Contractor to perform the services described in Request for Proposal No. RFP 11-01.

Now, therefore, in consideration of the mutual promises set forth in this Contract, the parties agree as follows:

Special Terms and Conditions

1. **Duration of Contract**

A. Duration. This Contract shall begin on July 1, 2011, and shall terminate on June 30, 2014.

B. Extension of Term. This Contract may be extended beyond the basic term by mutual agreement of the parties for three succeeding periods of one year each. To extend the term, Court shall provide written notice to Contractor of its desire to extend the Contract not less than 30 days prior to the expiration of the Contract term or any subsequent extension. If both parties agree, any extension shall be affected by an amendment to the Contract signed by both parties. Contract extensions are subject to the availability of funds.

2. **Description of Equipment**

The Contractor shall provided the equipment described in their responses to RFP 11-01, attached hereto as Exhibits A, etc. Notable among the equipment to be provided are:

- Section A, Transmitter and Strap (required for both active and passive GPS systems);
- Section B, Portable Tracking Unit (PTU);
- Section C, Base Station (if applicable); and
- Section D, Software.

In addition, the Contractor shall also provide the following equipment, at no additional cost:

A. [TO BE DETERMINED]

B. Contractor Client Enrollment Software. The Contractor shall provide the Court and designated users with enrollment software on _____ and upgrades as provided in Section D, Software, of Contractor's responses to RFP 11-01, attached hereto as Exhibits A, etc. at no additional cost.

C. Ongoing equipment delivery.

1. Shipment of new equipment. The Contractor shall, within three business days upon request by email or fax from a Regional Monitoring Center (RMC), ship the equipment requested to the RMC, at no additional cost. The RMC may maintain an inventory not to exceed equipment currently in use. In case of emergency, which cannot be met through the use of the inventory, the Contractor shall, upon request by email or fax, ship the equipment overnight, at no additional cost.
2. Shipment of replacement equipment. The Contractor shall, within three business days upon request by email or fax from a RMC, provide replacement of inoperable equipment, at no additional cost. The Contractor shall have sufficient inventory on hand at the time of any training to immediately replace inoperable equipment. In case of emergency, which cannot be met through the use of the inventory, the Contractor shall, upon request by email or fax, ship the equipment overnight, at no additional cost.

D. Adjustment of equipment inventory percentage.

The parties may agree to establish a different percentage of inventory equipment. In such a case, the parties shall amend this contract to reflect the agreement.

3. **Description of Services**

The Contractor shall perform the services described in their responses to RFP 11-01, attached hereto as Exhibits A, etc. particularly:

- Section D, Software
- Section E, Training
- Section F, Spare Inventory, Maintenance and Repair
- Section H, Billing and Reporting
- Section I, Monitoring Services
- Section J, Customer Service and Support

In addition, the Contractor shall also provide the following services:

A. Planning Meeting. The Contractor's designated representative shall meet with designated Court staff on _____, to develop a project plan, protocols and performance measures. Such project plans, protocols and performance measures shall include but are not be limited to protocol regarding:

- screening violations (screening of alerts by the Contractor may require telephone contact with offender);
- prioritizing violations;
- addressing violations;
- routing of violations;
- resolving violation alerts;
- discrepancies of information;
- failure of equipment and PCE;
- installation of equipment and PCE;
- content and frequency of reports;
- intervals at which the system records;
- response to technical assistance requests; and
- general training standards, including training for regional super-users.

Any project plans, protocols and performance measures developed during this meeting is incorporated by reference and shall be attached as an exhibit to this contract. Any terms in the Contractor's proposal referring to the time of performance shall have their ordinary meaning, to be further defined at the project planning meeting.

B. Cooperation. The Contractor shall cooperate as requested by the Court in providing GPS reports or presentations at meetings at the request of the Arizona State Legislature at no additional cost.

C. Updating Maps. The Contractor shall update GPS mapping software at least twice a year to reflect current community growth and expansion of neighborhoods and roads. The Contractor shall at no cost customize their maps with any information provided by the Court, e.g., addresses of schools. The Contractor shall properly incorporate the information in their current maps.

D. Reconciliation of Inventory. The Contractor shall work with the Court to reconcile the inventory of equipment previously provided by the Contractor to Court on a quarterly basis.

E. Training. The Contractor agrees to perform the services described in Section E, "Training", of the Contractor's responses to RFP 11-01, attached hereto as Exhibits A, etc. The Contractor shall provide a training curriculum to the Court within 45 days prior to implementation of contract. The Court will review this curriculum with the Contractor and determine which materials shall be provided to classes, the length and location of the trainings. The training dates and locations within Arizona will be provided within the project plan and, as needed by the Court in a reasonable timeframe. Actual out-of-pocket expenses for all additional and/or subsequent periodic training, including Contractor staff personnel's travel, meals, board, and miscellaneous expenses shall be borne by Contractor.

F. Contractor Website. In addition to the response to RFP 11-01 regarding specifically, Section D, "Software", the Contractor agrees to maintain a website that is accessible 24-hour a day, seven days a week.

G. Reports. The contractor shall generate any and all reports required by the Court pursuant to Contractor's response to RFP 11-01, Section H, "Billing and Reporting", any reports specifically defined by the project plan, protocols and performance measures developed at the project plan meeting, and any other reports requested by the Courts.

4. Payment for Services

The Court shall pay equipment lease prices and kits as listed in Exhibit B. Payments shall be made to Contractor at _____ Contractor shall issue monthly invoices to the Court and to regional offices to be designated by the Court for the applicable lease and service charges plus any applicable sales, use or property taxes that Contractor is required to collect and/or pay on the products or services provided to the Court. Each monthly invoice shall indicate the amount due for persons on probation in each Arizona county. The Court shall pay to Contractor the total amount of each such invoice within thirty (30) days after the date the invoice is received. Contractor reserves the right to assess interest charges on late payments. The Court may withhold payment of any invoice if issues are found and address these issues with the Contractor. No late fees or finance fees shall be assessed until 30 days after the issue is resolved.

5. Payment for Charges Associated with Replacing Lost, Stolen or Irreparably Damaged Leased Kits

Contractor shall incur replacement costs of up to \$4,000 per contract year for GPS equipment that is lost or damaged through no fault of the offender or negligence of the Court. The Court shall reimburse the Contractor for GPS equipment that has been lost, stolen or damaged by the defendant for all sums over \$4,000 and for loss or damage due to the fault of the offender or negligence of the Court.

6. Penalties for Non-Performance

The parties recognize that certain aspects of this contract are essential to the contract. The persons identified in the protocols established at the project planning meeting will provide notice to the Contractor as soon as the circumstances occur which require a penalty as indicated below. Such notice shall be provided to the Contractor by e-mail and/or fax. The penalty provisions described below shall commence at the time the notice is provided. The essential areas of performance and penalties for non-compliance are:

Non-Performance	Penalties
Contractor's Secure Data Center and/or Client Enrollment Software and/or website inoperable or inaccessible for a complete day (24 hours).	Contractor shall decrease the bill for the month in which the non-performance occurs by 5 percent per day, e.g., day one = 5 percent, day two = 10 percent, day three = 15 percent, etc.
Failure to process and transmit to the person or persons of an alert regarding a particular offender according to the established protocols. A penalty shall not	Contractor shall not charge the lease price per day charge for the offender for whom the alert was not received for the entire month in which the failure occurs.

be imposed where the failure to provide the alert is due to action or inaction of persons designated by the Court.	
A person designated by the Court is unable to contact Contractor's Call Center for a complete day (24 hours) regarding tracking of a particular offender.	The Court shall not pay the costs associated with that offender for the month in which the failure occurred.

It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third party infrastructures or services.

7. Price Reduction

Contractor warrants that the prices offered to the Court are the lowest prices offered. If, during the term of this contract or any agreed upon extension, Contractor offers lower prices; such lower prices shall be provided to the Court.

8. Warranty

A. The Contractor warrants that any equipment and services supplied under this contract shall fully conform to all requirements of RFP 11-01, the Contract, and all representations made in Contractor's responses to RFP 11-01 (see Exhibits A, etc.), and shall be fit for all purposes and uses required by the Contract.

B. Contractor warrants that it has the right to lease the products and provide the services to the Court described in Exhibits A, etc.

C. The Contractor shall incorporate accurately and timely any information provided by the Court in their maps.

D. The Contractor shall not be responsible for the failure of the infrastructure or services of certain third parties, such as communications systems, required for the GPS equipment provided by the Contractor to the Court to operate effectively.

E. The Court is responsible for designating levels of monitoring for each Offender as described in Contractor's response to RFP, Exhibit B.

F. Contractor warrants that all material, service or construction delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material, service, or construction specified, and any inspection incidental thereto by the Court, shall not alter or affect the obligations of the Contractor or the rights of the Court under the foregoing warranties. Additional warranty requirements may be set forth in this document.

9. Redundancy

Contractor warrants that Contractor's Secure Data Center is a fully redundant facility with primary and backup servers, multiple phone and data lines, fire detection and suppression, UPS, diesel generator capable of powering the entire building indefinitely. Contractor's off-site, redundant, mirrored back-up facility, located in _____ is capable of providing full surveillance data access with

absolutely no interruption of service or loss of data. Contractor's primary call center is located in the _____ facility and is supported by backup facilities in _____.

10. Unfair Competition and Intellectual Property Rights

The Contractor warrants that the use of the GPS tracking equipment and services and any other intellectual property rights employed by the Contractor and by the Court in accordance with this Contract does not infringe upon any intellectual property rights and/or unfair competition rights of a third party. The Contractor shall defend and indemnify the Court in the event of a suit claiming such infringement in which the Court is a defendant. The Court shall give the Contractor written notice of any such suit and full rights and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the Court or the State of Arizona may participate in the defense of any such action on behalf of the Court without charge to the Contractor.

11. Research Data

Notwithstanding any other provision of this paragraph, the Contractor shall not provide to anyone other than the Court any information, including information about clients in whatever form, for research purposes without the prior written approval of the Court. The Contractor shall refer any requests for such information to the Court and such requests shall be in writing. Approval shall be within the discretion of the Court.

12. Return of Equipment

Within 30 days of expiration or termination of the agreement, the Court shall return all equipment provided by the Contractor for which the Court has not compensated the Contractor under Paragraph 4 above.

13. Ownership of Information

Title to all reports, information, or data, prepared by Contractor in performance of this Contract shall vest with the Court. Subject to applicable state and federal laws and regulations, Court shall have full and complete rights to reproduce, duplicate, disclose, and otherwise use all such information.

14. Financial Audit

At any time during the term of this Contract, the Contractor's financial operations related to this Contract may be audited by the Court, by auditors designated by the Court, or by any other appropriate agency of the state or federal government.

15. Evaluation

Court may evaluate any services provided by the Contractor and may assess Contractor's progress and success in achieving the goals and objectives described in the service section of this Contract. Evaluation reports shall be made available to Contractor upon request.

16. Technical Assistance

Court, upon request, shall provide technical assistance to the Contractor relative to the terms and conditions, policies, and procedures governing this Contract, and shall assist in the gathering of data within the Court's sole possession and control, but shall not be obligated to provide technical assistance in the performance of services provided under the Contract.

17. Alternative Services

In the event the Court terminates this Contract in whole or part as provided in this Contract, the Court may procure, upon such terms and in such manner as it may deem appropriate, services similar to those so terminated, and unless the Contractor is a governmental agency, instrumentality, or subdivision thereof, it shall be liable to the Court for any excess costs incurred by the Court in obtaining such similar services.

18. Partially Completed Reports

If this Contract is terminated as provided in Section 42 of the Standard Terms and Conditions, the Court, in addition to any other rights provided in the above mentioned section, may require the Contractor to transfer title to and deliver to the state, in the manner and to the extent directed by the Court, such partially completed reports or other documentation as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated.

19. Audit Exceptions

If state or federal audit exceptions are made relating to this Contract, the Contractor shall reimburse all costs and fees of whatever nature incurred by the State of Arizona and the Court associated with defending against the audit exception or performing an audit or follow-up audit.

20. Arbitration

After exhausting applicable administrative reviews, the parties agree to use arbitration where the sole relief sought is monetary damages of Ten Thousand Dollars (\$10,000) or less, exclusive of interest and costs, pursuant to A.R.S. Sec. 12-1518.

21. Non-Discrimination

The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

22. Notices

Notice required pursuant to the terms of this Contract shall be in writing and shall be directed to the Court's contract administrator and Contractor's representative at the addresses specified immediately below or to such other persons or addresses as either party may designate to the other party by written notice. Notice shall be delivered in person or by certified mail, return receipt requested.

Notice to the Court:

Administrative Office of the Courts
_____ Division
Arizona Supreme Court
[Address]

Attn: _____
Contract Administrator

Notice to the Contractor:

[Contractor]
[Address]

Attn: _____
Contractor's Representative

23. Amendments and Waivers

Amendments to this Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of this Contract shall be waived or modified without a written amendment to this Contract.

Standard Terms and Conditions

1. Certification

By execution of this Contract, Contractor certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.

B. Contractor shall comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

C. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract. Signing this Contract with a false statement shall void the Contract and may be subject to all legal remedies provided by law.

D. The Contractor agrees to promote and offer to agencies eligible to purchase under this Contract only those materials and/or services as stated in and allowed for under this Contract as Court contract items.

E. No individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business. This paragraph does not apply to payment of fees for assistance in marketing, installation, and support or for any other purpose in performance of this Contract.

2. Availability of Funds

Payments for contractual obligations are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available, and the provisions of the Contract shall be effective only when funds appropriated for the purpose of compensating Contractor actually are available to the Court for disbursement. The Administrative Director of the Courts shall be the sole judge and authority in determining the availability of funds under the Contract and shall keep the Contractor informed as to the availability of funds. The Court shall not be liable for any purchases or subcontracts entered into by Contractor in anticipation of funding.

3. **Gratuities**

The Court may, by written notice to the Contractor, terminate the Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Court or the state with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performance of such Contract. In the event this Contract is canceled by the Court pursuant to this provision, the Court shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible customers shall not be prohibited by this paragraph.

4. **Applicable Law**

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract and any dispute thereunder. Any action relating to this Contract shall be brought in an Arizona Court in Maricopa County. Any changes in the governing laws, rules and regulations during the term of this Contract shall apply and do not require an amendment to this Contract.

5. **Arizona Procurement Code**

The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Supreme Court Rules Prescribing Procurement Policies and Procedures for the Judicial Branch (Judicial Branch Procurement Rules) are incorporated as a part of this document as if fully set forth herein.

6. **Entire Agreement**

The Contract contains the entire agreement between the Court and the Contractor concerning the subject transaction and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

7. **Amendments and Waivers.**

Amendments to the Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part

of the Contract shall be waived or modified without a written amendment to the Contract.

8. Provisions Required by Law

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

9. Conflicts of Interest

The Court may cancel this Contract without penalty or further obligation pursuant to ARS § 38-511, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Court is or becomes at any time, while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Cancellation shall be effective when written notice from the Court is received by all parties to the Contract unless the notice specifies a later time.

10. Severability

If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

11. Relationship of the Parties

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and taxes or Social Security payments shall not be withheld from a Court payment issued hereunder.

12. Interpretation

This Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by the Arizona procurement code or the Judicial Branch Procurement Rules is used in this Contract, the definition contained in this code or these rules shall control with the provisions of the Judicial Branch Procurement Rules governing in the case of conflicting terms.

13. Assignment - Delegation

No right or interest in this Contract shall be assigned by the Contractor or the Court without prior written permission of the other party, and no delegation of any duty of the Contractor or the Court shall be made without prior written permission of the other party. The Court and the Contractor shall not unreasonably withhold approval and shall notify the other of its position within 15 days of receipt of written notice by the other. Any attempt to assign any of the rights, duties or obligations of this Contract, or otherwise assign any item acquired under this Contract, without such consent is void.

14. Subcontracts

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Court. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Court shall not unreasonably withhold approval and shall notify the Contractor of the Court's position within 15 days of receipt of written notice by the Contractor.

15. Independent Contractor Status.

Contractor is an independent contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of the State of Arizona or the Court.

16. Rights and Remedies

No provision in this document or in the Contractor's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release either party from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

17. Disputes

A. Contract Administrator Procedure. If any dispute arising under this Contract is not disposed of by agreement between the parties within thirty (30) days, then the Court contract administrator identified in this Contract shall decide the dispute in writing and send a copy of the decision to Contractor.

B. Appeals. If the Court contract administrator's decision is not acceptable to Contractor, the dispute shall be resolved in accordance with the procedures set forth in Supreme Court Administrative Policy 7.04.

C. Continued Performance. The Court and the Contractor agree that the existence of a dispute notwithstanding, they shall continue without delay to carry out all their responsibilities under this Contract that are not affected by the dispute.

18. Indemnification

Contractor shall indemnify, defend, save and hold harmless the Court, the State of Arizona, and their departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Court, the State of Arizona, and their officers, officials, agents and employees for losses arising from the work performed by the Contractor.

19. Overcharges by Antitrust Violations

The Court maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Court any and all claims for such overcharges as to the goods or services used to fulfill the Contract.

20. Force Majeure

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

B. Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.

2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

C. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21. Right to Assurance

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

22. Records

Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes § 35-214 and § 35-215 each Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the Supreme Court or any agency doing business under this Contract. This paragraph does not apply to confidential information or trade secrets, such as product costing data, research and development data, and the like.

23. Advertising

Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Court. The Court shall not unreasonably withhold permission.

24. Right to Inspect Plant

The Court may, at reasonable times, and at the Court's expense, inspect the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with the Judicial Branch Procurement Code.

25. Inspection and Acceptance

All material, service and construction are subject to final inspection and acceptance by the Court. Material, service or construction failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the termination clause set forth in this document.

26. Exclusive Possession

All services, information, computer program elements, reports and other deliverables which may be created under this Contract are the sole property of the Court and shall not be used or released by the Contractor or any other person except with prior written permission of the Court.

27. Shipping - Title and Risk of Loss

Unless otherwise indicated by the Court, prices shall be F.O.B. Destination to any delivery location in the State of Arizona, in accordance with the Contractor's current shipping practices, using handling methods, equipment, and access routes which are normal for the particular goods. Contractor shall retain title and control of all goods until they are delivered, received, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible and concealed damage shall be filed by the Contractor. The Court shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

28. No Replacement of Defective Tender

Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender. Compliance shall conform to the termination clause set forth within this document.

29. Default in one Installment to Constitute Total Breach

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Court, shall constitute a breach of the Contract as a whole. Compliance shall conform to the termination clause set forth within this document.

30. Shipment under Reservation Prohibited

Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Compliance shall conform to the termination clause set forth within this document.

31. Liens

All goods, services and other deliverables supplied to the Court under this Contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the Court. Upon request of the Court, the Contractor shall provide a formal release of all liens.

32. Payment

A. Contractor shall be paid as per Contractor's pricing matrix for the GPS Tracking System attached hereto as Exhibit B. Contractor shall invoice the Court for the minimum number of kits as defined in Contractor's response to the RFP, Exhibit B.

B. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material, service or construction and correct invoice. Payment shall be subject to the provisions of ARS Title 35. Court shall provide the Contractor with a contract number and the Contractor shall reference the number on all invoices. The Court shall make every effort to process payment for the purchase of goods or services within (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment for deliverables subject to an acceptance test shall be made within 30 days following acceptance. Any amount that is due after (30) calendar days shall be considered past due.

33. Licenses and Permits

The Provider shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Provider and its employees to do business, render services, and perform work under this Contract.

34. Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor and subcontractors, their agents, representatives, and employees.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Court in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$ 2,000,000
Products – Completed Operations Aggregate	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Blanket Contractual Liability – Written and Oral	\$ 1,000,000
Fire Legal Liability	\$ 50,000

Each Occurrence \$ 1,000,000

The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

This coverage shall not apply to a contractor or subcontractor exempt under A.R.S. 23-901 when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The Arizona Supreme Court, the State of Arizona, and agencies, boards, commissions, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
4. All policies shall contain a waiver of subrogation against the Arizona Supreme Court, the State of Arizona, and their agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Court. Such notice shall be sent directly to the Court representative and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Court in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Court with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Court's representative. The Court contract number and project description shall be noted on the certificate of insurance. The Court reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Court separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

35. **Safety Standards**

All items supplied on this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association standards.

36. Serial Numbers

Offers must be for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the Contract term, the Court reserves the right to reject any altered equipment.

37. Addition of New Models

In the event that a product or model described in this Contract is discontinued or a new model or a comparable product is announced by the manufacturer, the Court at its sole discretion may allow the Contractor to substitute the comparable product for the discontinued product or the new or comparable model for the product described in the Contract subject to the procurement provisions of the Judicial Branch Procurement Rules. The Contractor shall request permission to substitute a new product or model and provide the following:

A. Certification by the manufacturer that the product or model described in the Contract has been discontinued or that a new model or a comparable product has been announced.

B. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

C. Documentation that provides clear and convincing evidence that the replacement shall be compatible with all the functions or uses of the discontinued product or model.

D. Documentation confirming that the price/performance for the replacement is the same as or better than the discontinued model.

38. Confidentiality of Records

The Contractor shall establish and maintain procedures and controls that are acceptable to the Court for the purpose of assuring that no information contained in its records or obtained from the Court or from others in carrying out its functions under the Contract shall be used or disclosed by it, its agents, officers, employees or contractors, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Court. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the Court.

39. Patents and Copyrights

The Contractor shall, at its expense, defend the Court against any claim that any item furnished under this Contract infringes a patent or copyright in the United States or Puerto Rico. The Contractor shall pay all costs, damages, and attorney's fees that a court finally awards as a result of such claim. To qualify for such defense and payment, the Court shall give the Contractor prompt written notice of any such claim and allow the

Contractor to control, and fully cooperate with the Contractor in, the defense and all related settlement negotiations.

If the use of any item furnished under this Contract becomes, or the Contractor believes is likely to become, the subject of such a claim, the Court shall permit the Contractor, at the Contractor's option and expense, either to secure the right for the Court to continue using the item or to replace it or modify it so that it becomes non-infringing so long as the item continues to meet the specifications of the original Contract. However, if neither of the foregoing alternatives is available on terms which are reasonable in the Contractor's judgment, the Court shall return the item upon the Contractor's written request. The Contractor shall grant the Court a credit for returned items in the full amount of the purchase price.

The Contractor shall have no obligation with respect to any such claim based upon the State's modification of the item or its combination, operation or use with apparatus not furnished by the Contractor.

This paragraph states the Contractor's entire obligation to the Court regarding infringement or the like.

40. End User Certification

The Court understands that the Contractor is providing any volume discounts under this Contract in reliance on the State's representation that it is acquiring the items for use within its own organization, within the United States or Puerto Rico, and not for remarketing. However, the Court is under no obligation to actually purchase any quantity of items.

41. Taxes

The Arizona Supreme Court is exempt from Federal Excise Tax, including the Federal Transportation Tax. The Court shall pay all applicable taxes resulting from this Contract or activities hereunder exclusive of taxes based on Contractor's net income. Sales tax, as required, shall be indicated as a separate item on all invoices.

42. Other Contracts

The Court may perform additional work related to this Contract or award other contracts for such work. The Contractor shall reasonably cooperate with such other contractors or state employees in the scheduling of and coordination of its own work with such additional work.

43. Termination

A. The Court reserves the right to terminate the whole or any part of this Contract due to failure by the Contractor to carry out any material obligation, term or condition of the Contract. The Court shall issue written notice to Contractor for acting or failing to act as in any of the following:

1. The Contractor provides material that does not meet the specifications of the Contract;

2. The Contractor fails to adequately perform the services set forth in the specifications of the Contract;
3. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the Contract;
4. The Contractor fails to make progress in the performance of the Contract and/or gives the Court reason to believe that the Contractor shall not or cannot perform to the requirements of the Contract.

B. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory response. During the ten day period, the parties shall have an opportunity to address the concern. If the response is considered unsatisfactory, the Court shall so indicate and participate in continued discussion toward resolving the concern. This process shall continue during the ten day period until the concern is adequately addressed. Failure on the part of the Contractor to satisfactorily address all issues of concern by the end of the ten day period may result in the Court resorting to any single or combination of the following remedies:

1. Cancel the Contract;
2. Reserve all rights or claims to damage for breach of any covenants of the Contract;
3. Perform any test or analysis on materials for compliance with the specifications of the Contract. If the results of any test or analysis confirms a material noncompliance with the specifications, any reasonable expense of testing shall be borne by the Contractor;
4. In case of default, the Court reserves the right to purchase materials, or to complete the required work in accordance with the Judicial Branch Procurement Code. The Court may recover any reasonable actual excess costs up to the greater of \$100,000 or the purchase price of the equipment or services that are the subject matter of, or directly related to, the cause of action, from the Contractor by:
 - a. Deduction from an unpaid balance;
 - b. Collection against any bid and/or performance bond, or;
 - c. Any combination of the above or any other remedies as provided by law.

44. Price Reduction

A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

45. Installation.

Any order, acceptance or other document evidencing a purchase under this Contract for equipment or software shall describe the responsibilities of the parties regarding

installation of the goods ordered, including the establishment of the date of installation.

46. Statewide Purchasing

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to his Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

47. Life Cycle Costs and Application Benefits

A.R.S. § 41-2553 requires any state agency purchasing an information or telecommunication system costing more than \$100,000 to take into account the total life cycle cost and application benefit of the system, as defined by statute. Upon request, the Contractor shall provide this information at the time such a system is proposed for purchase under this Contract.

48. Public Record

This Contract is a public record, available for review, as required by state law.

49. Criminal History Check

The Court may require Contractor to provide identifying information for Contractor and any individuals working in judicial facilities or having access to judicial information for the purposes of conducting a criminal history records check for security purposes. Contractor agrees to cooperate with such requests and understands that the Court may terminate this Agreement if the results of the criminal history records check would disqualify the Contractor or individual and there is no acceptable alternative.

50. Compliance with the Arizona Legal Workers Act, A.R.S. § 41-4401

A. Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."). If this compliance requirement disqualifies any of Contractor's key personnel or individuals working at the direction of Contractor and no acceptable alternative is provided the Court may terminate this contract.

B. A breach of a warranty regarding compliance under subparagraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

C. The Court retains the legal right to audit and inspect the papers of any of Contractor's employee or subcontractor's employee who works on the contract to

ensure that Contractor's personnel and any person working at the direction of Contractor is complying with the warranty under subparagraph A.

51. Scrutinized Business Operations

Pursuant to A.R.S. § 35-391.06 and 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and 35-393, as applicable. If the Court determines that the Contractor submitted a false certification, the Court may impose remedies as provided by law including cancellation or termination of this Agreement.

52. Non-Discrimination.

The parties agree to comply with all applicable court, state and federal laws, rules, regulations and executive orders governing nondiscrimination, including the Americans with Disabilities Act, equal employment opportunity, immigration, and affirmative action. Contractor shall include a clause to this effect in all subcontracts related to this Contract.

ARIZONA SUPREME COURT
Administrative Office of the Courts

[Contractor's Name]

By:_____

By:_____

Title:_____

Title:_____

Date:_____

Date:_____

Number:_____

Social Security or Federal Employer
Identification