



NOTICE OF SOLICITATION

SERIAL 09040-RFP

REQUEST FOR PROPOSAL FOR: GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M.** Arizona time on **MAY 29, 2009** for the furnishing of the following goods/services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 09094-RFP REQUEST FOR PROPOSAL FOR GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES.**"

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

BRIAN WALSH
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3243
EMAIL: walshb@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON MAY 18, 2009 AT 10AM ARIZONA TIME, AT THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) MARICOPA CONFERENCE ROOM, 2901 WEST DURANGO ST. PHOENIX, AZ 85009.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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REQUEST FOR PROPOSAL FOR: **GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES**

1.0 INTENT:

The intent of this solicitation is to establish a contract for Vehicle and Equipment Location Services. This pricing agreement is for providing Global Positioning System (GPS) hardware for the Maricopa County Department of Transportation (MCDOT) vehicles and equipment and the integration service linking vehicles and equipment to a WEB based system, via satellite, MCDOT computers and cell phones. The proposed system shall consist of providing a GPS Integration/Tracking Service and GPS Hardware to support the efficient and effective management of the MCDOT fleet and to support and improve emergency response. Other departments in the County may also use the products and services proposed.

MCDOT intends to contract with a single Contractor to provide software, hardware, maintenance and integration services to deliver a turn-key solution.

Other governmental entities under agreement with the County may have access to goods/services provided hereunder (see also Section 2.18, below)

2.0 SCOPE OF WORK:

THE PROPOSED SYSTEM MUST MEET THE FOLLOWING MINIMUM FEATURES:

2.1 GPS Hardware:

2.1.1 GPS tracking device with diagnostics via OBD-II/J-1708 ports:

2.1.1.1 Compatible with Light & Medium Vehicles 1996 and newer

2.1.1.2 Compatible with Heavy Vehicles 1988 and newer

2.1.2 Self-contained, Satellite communication, battery operated GPS tracking device:

2.1.2.1 Compatible with Non-Motorized vehicles/assets – any year/make/model

2.1.3 Heavy Equipment GPS Tracking device with switch capabilities:

2.1.3.1 Compatible with motorized Heavy Equipment-any year/make/model, including a single switch

2.1.4 GPS Universal vehicle tracking device with switch capabilities:

2.1.4.1 Compatible with any year/make/model vehicle or Heavy Equipment and up to 4 switches

2.1.4.2 Switches must be capable of accepting input from a Panic Button and/or wireless Panic Device. Unit must have an expansion port to accommodate current or future capabilities to include RS-232 serial communication, Bluetooth, up to 16 switches and engine diagnostics.

2.1.5 Diagnostics devices communicate using Multiple protocols:

2.1.5.1 SAE J1850 PWM (41.6 Kb/s)

2.1.5.2 SAE J1850 VPW (10.4 Kb/s)

2.1.5.3 ISO 9141-2 (10.4 Kb/s)

2.1.5.4 ISO 14230 (KWP2000, 10.4Kb/s)

2.1.5.5 ISO 15765 (CAN 2.0b, 250 Kb/s, 500 Kb/s)

2.1.6 Coverage Options:

2.1.6.1 Terrestrial GPRS/GSM Cellular Coverage

2.2 GPS Integration/ Tracking Service:

- 2.2.1.1 Back-end Application: Web-Based Solution
- 2.2.1.2 Hosted Application – ASP Model (requires no additional software)
- 2.2.1.3 Accessible 24/7 from any computer with internet access
- 2.2.1.4 Smart phone/web enabled cell phones (preferred)
- 2.2.1.5 Three (3) years of online access to information-Data stored indefinitely
- 2.2.1.6 Google Earth 3D Mapping support for real time and historical location
- 2.2.1.7 Google Earth 3D Mapping support for landmarks and polygon shaped geo fences.

2.2.2 User-Defined Dashboard Interface:

All hardware types required must interface with all reporting and mapping features within one, single software application. Multiple hardware types must be visible through one interface, including all future hardware releases. Individual application capabilities must be available in a dashboard interface and may be added, resized, deleted, and saved in multiple versions, and shared among users and departments.

2.2.3 Web Services:

2.2.4 Application Programming Interface which supports:

- 2.2.4.1 SOAP and REST XML protocols
- 2.2.4.2 Current vehicle status
- 2.2.4.3 Current fleet odometer readings
- 2.2.4.4 Current closest vehicles within configurable number of miles to a known point, landmark, or address
- 2.2.4.5 Configurable alerts via API, email, or cell phone text message to notify of:
 - 2.2.4.5.1 Long Stops
 - 2.2.4.5.2 Speeding
 - 2.2.4.5.3 Off-hours activity
 - 2.2.4.5.4 In-or-out of a Geo fence activity
 - 2.2.4.5.5 Long idling times

2.2.5 Managed Access:

Group vehicles based on how MCDOT views and reports on its fleet. Grant customized access and roles to multiple users.

2.3 GPS Tracking:

2.3.1 Vehicle Location:

- 2.3.1.1 Pinpoint and view the current location of any vehicle within our fleet
- 2.3.1.2 View one map of entire fleet indicating vehicle location and key on status
- 2.3.1.3 View the location history of any vehicle
- 2.3.1.4 Frequent, 2-minute GPS update rates (excluding equipment and satellite units)
- 2.3.1.5 View when the vehicle was last operated
- 2.3.1.6 Store and forward Feature (up to 120 hours of actual key-on time)
- 2.3.1.7 Find the 10 closest vehicles to an address or landmark

2.3.2 Landmarking:

- 2.3.2.1 Plot and view unlimited landmarks (icons representing a particular address)
- 2.3.2.2 Upload any current data available for establishing landmarks (at no cost)

- 2.3.2.3 Create various types of landmarks (standard circular or polygon landmarks minimum)
- 2.3.2.4 Users may import spreadsheets of their own landmarks, as well as user-defined categories and attributes for those landmarks such as gate codes, maintenance frequency, phone number, or any useful information to be associated or used to restrict or categorize landmarks. Landmarks may be shared or hidden among multiple users.
- 2.3.3 Directions:
 - 2.3.3.1 View driving directions from any vehicle's current location to a specific destination
- 2.3.4 Roadside Assistance:
 - 2.3.4.1 24/7 Call Center for Roadside Assistance (for diagnostics capable units)
 - 2.3.4.2 Up to 4 instances per year, per vehicle at no cost-including towing, out of fuel and locked out
- 2.4 Remote Diagnostics (Diagnostic Enabled Hardware):
 - 2.4.1 Problem Alerts:
 - 2.4.1.1 Receive diagnostic trouble code alerts via email or cell phone text message available
 - 2.4.2 Scheduled Maintenance Alerts:
 - 2.4.2.1 Receive scheduled maintenance alerts via email
 - 2.4.3 Fuel Efficiency Data:
 - 2.4.3.1 View MPG information for each vehicle
 - 2.4.4 Recalls:
 - 2.4.4.1 Receive recall information from National Highway Transportation and Safety Administration
 - 2.4.5 Fuel Usage:
 - 2.4.5.1 Detail weekly/monthly fuel usage for up to 1 year at a time for all vehicles
- 2.5 Reporting Suite:

All following required reporting features must be exportable to HTML documents as well as Microsoft Excel.

 - 2.5.1 Drive Time Summary Report:
 - 2.5.1.1 Access daily or weekly statistics-total mileage, maximum speed reached, total number of stops-on an entire fleet or drill down to an individual vehicle
 - 2.5.2 Speed Data
 - 2.5.2.1 Track current speed, average speed and maximum speed, with unlimited history (3 years)

2.5.3 Idle Time

2.5.3.1 Monitor and view idle time information for each vehicle

2.5.4 Odd Hours Report

2.5.4.1 Identify vehicles being used during unauthorized hours defined by customer

2.5.5 Speed Violations Report

Monitor speed violations within our fleet, shown in report format or on the map to identify violations on highway or within a residential area. Maps of speeding activity, as well as the ability to restrict the report to a given polygon Geo fence, must be available (e.g. construction zones)

2.5.6 Stop Detail Report

Access stop locations, mileage, and trip/stop duration. Confirm deliveries and service events. Using optional SMS text messages to annotate driver activity, notes will be displayed on the Stop Detail Report

2.5.7 Soft Stop Report

2.5.7.1 Monitor trip/stop details, highlighting soft (idle) stops

2.5.8 Scheduled Maintenance Alerts

2.5.8.1 Receive scheduled maintenance alerts via email

2.5.9 Begin/End of Day Report

2.5.9.1 Identify the begin and end movement for each vehicle per day, with totals for week/month

2.5.10 Activity Graph

2.5.10.1 Graphical “swim lane chart” of vehicle utilization with color coding of movement/speeding/idling/stop/long stop/overnight activity for easy utilization visualization

2.5.11 Activity Detail Report

2.5.11.1 2 minute-by-2 minute activity with speed and address, by vehicle

2.5.12 Landmark Report

2.5.12.1 Details activity by all (or subset of) vehicles within all (or subset of) landmarks

2.5.13 Route Compliance Report

2.5.13.1 Report details time and miles spent by a vehicle or vehicles within/outside of a specified distance from a route/path created within the GPS Tracking software

2.6 ACCEPTANCE:

For Customer’s Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the “Test Period”) that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete.

During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, (“Specifications”). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification (“Deficiency Statement”) within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.7 TRAINING:

The Contractor shall provide a minimum of twenty (20) hours to completely train MCDOT personnel in the use, installation and care of the equipment. The training to occur during normal business hours and shall be conducted at 2901 West Durango St. Phoenix, AZ 85009.

2.8 MAINTENANCE, SERVICE AND SUPPORT:

The selected Proposer will be required to develop, obtain approval for and support a comprehensive maintenance, service and support plan to ensure the timeliness and completeness of the installation of the system **prior to final acceptance by The County**. This plan will cover both the initial warranty period and chargeable services after expiration of the warranty. The selected Proposer, at a minimum, must as part of such plan:

- 2.8.1 Provide help desk support of the proposed solution twenty-four (24) hours a day, seven (7) days a week.
- 2.8.2 Provide 1st and 2nd level support for the life of the system.
- 2.8.3 Provide software/hardware maintenance support for the proposed solution during the warranty period.
- 2.8.4 Provide maintenance, service and support for the proposed system after warranty expiration.
- 2.8.5 Provide upgrades to newer versions of the system.
- 2.8.6 Provide written notification of major product release ninety (90) days prior to release.
- 2.8.7 Provide updates through an annual maintenance agreement.
- 2.8.8 Provide notification of system vulnerabilities via e-mail

2.9 DOCUMENTATION AND MANUALS:

The Contractor shall provide complete, accurate, and structured technical system and operations documentation for the completed turnkey GPS system in printed form and in electronic format, (Adobe PDF format on CD-ROM). The documentation must enable MCDOT technical staff to operate the system independent from the Contractor.

2.10 HISTORICAL DATA:

Purchaser requires a minimum of 90-120 days of real-time data access as well as a minimum of 3 years of historical data to be available to the purchaser. Data will be stored by service provider at no additional cost to the purchaser, plus downloaded to a DVD and sent to MCDOT monthly.

2.11 INSTALLATION:

The installation of the GPS shall include all necessary hardware, operating software, application software, interface software and cards, reporting, cables, antennas and connectors as applicable. The equipment may be installed and serviced at MCDOT or other county facility if requested for an additional fee. All hardware components must have the ability to be installed and maintained

by Maricopa County at all times. No additional costs are to be associated with maintenance unless otherwise stated in approved terms and conditions. User maintenance and/or installation will not void warranty.

2.12 WARRANTY:

The selected Proposer will be required to provide warranty service for the proposed system during the entire installation phase and for a minimum of one (1) year of operation after final acceptance by OET. This warranty service shall cover any and all hardware, software and services purchased from the Proposer to maintain reliable operations and will comply with Maintenance, Service and Support as described above.

2.13 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

New or replacement hardware shall be available for delivery to County within five (5) business days of request.

2.14 INVOICES AND PAYMENTS:

2.14.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information. The Contractor shall submit a single invoice for the system and services provided.

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.14.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.14.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.14.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.15 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.17 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a two (2) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, extend the term of this Contract up to a maximum of three (3) one (1) year options, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 **INSURANCE REQUIREMENTS:**

3.5.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation.

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 **PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 SUBCONTRACTING:

3.8.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.8.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.9 SCHEDULE OF EVENTS:

Request for Proposals Issued: APRIL 30, 2009

Pre-Proposal Conference: MAY 18, 2009

Deadline for written questions (48) hours after Pre-Proposal Conference). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to walshb@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Proposals Opening Date: MAY 29, 2009

Deadline for submission of proposals is 2:00 P.M., Arizona Time. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: JUNE 9, 2009

Proposed Respondent presentations: (if required) JUNE 16, 2009

Proposed selection and negotiation: JUNE 30, 2009

Proposed Best & Final (if required) JULY 7, 2009

Proposed award of Contract: AUGUST 5, 2009

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street

Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Brian Walsh, Procurement Officer, 602.506.3243
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

- 3.11.1 One (1) original hardcopy of all proposal documents.
- 3.11.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 3.11.3 Five (5) CD's providing the entire proposal in PDF format only.
- 3.11.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09040-RFP – RFP, GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES
- 3.11.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.12 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 09094-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 09040FP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 09040FP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.13 GENERAL CONTENT:

- 3.13.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.13.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.14 **FORMAT AND CONTENT:**

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.14.1 Table of Contents

3.14.2 Letter of Transmittal (Exhibit 2)

3.14.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

3.14.4 Proposal – This section should contain a statement of all of the system and services proposed. Proposals should be in detail to the requirements in section 2.0 (2.1-2.13).

3.14.5 Qualifications – This section shall describe the respondent’s ability and experience related to the system proposed including a brief overview of the company, project personnel and previous experience in projects with a similar size and scope.

3.14.6 Implementation Plan-This section shall describe the respondent’s detailed project plan for the initial implementation of the proposal.

3.14.7 Training-This section shall describe the respondent’s detailed plan for successful training of MCDOT personnel per section 2.11. Pricing must also be included in **Attachment A**.

3.14.8 Warranty-This section shall describe the terms and conditions of its warranty, which will cover any all hardware, software and services provided by the respondent to maintain reliable operations.

3.14.9 Maintenance, Service and Support-This section shall describe the respondent’s maintenance, including cost estimates covering a comprehensive maintenance plan, and its proposed annual maintenance during the life of the system. Respondent shall also submit with its proposal a sample service level agreement and sample software license agreement.

3.14.10 Coverage Maps-This section shall describe the proposed/partnering cellular carrier footprints.

3.14.11 Subcontractors- This section shall describe the respondent’s use of subcontractors in the performance of their proposal.

3.14.12 Proposal exceptions

3.14.13 Attachment A (Pricing)

3.14.14 Attachment B (Agreement Page)

3.14.15 Attachment C (References)

3.14.16 Exhibit 3, Sole Proprietor Waiver (If applicable)

3.15 **EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with

the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.15.1 Proposed System
- 3.15.2 Experience and Qualifications
- 3.15.3 Implementation Plan
- 3.15.4 Pricing

3.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.16.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.16.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

3.16.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.17 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.17.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

3.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all

remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.18 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.18.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.18.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.19 CONTRACTOR LICENSE REQUIREMENT:

3.19.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.19.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.20 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.

**ATTACHMENT A
PRICING**

SERIAL 09040-RFP

NIGP CODE: 72543

RESPONDENT'S NAME:

COUNTY VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	[]	[]	_____ %

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.
RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- | | | |
|-----------------|----------------------------|----------------------------|
| [] NET 10 DAYS | [] NET 45 DAYS | [] 1% 10 DAYS NET 30 DAYS |
| [] NET 15 DAYS | [] NET 60 DAYS | [] 2% 30 DAYS NET 31 DAYS |
| [] NET 20 DAYS | [] NET 90 DAYS | [] 1% 30 DAYS NET 31 DAYS |
| [] NET 30 DAYS | [] 2% 10 DAYS NET 30 DAYS | [] 5% 30 DAYS NET 31 DAYS |

**ATTACHMENT A
PRICING**

1.0 Global Positioning System (GPS) Hardware (Section 2.1)	Estimated Units	Cost	
1.1 GPS Tracking device with diagnostics (OBD-II light-duty)	282	\$ -	per unit
1.2 GPS Tracking device with diagnostics (J-1708 Heavy Duty)	113	\$ -	per unit
1.3 GPS Only tracking device with switch capability	17	\$ -	per unit
1.4 Self-contained, battery operated non-motorized unit using Satellite communications	61	\$ -	per unit
1.5 Alternative Hardware Pricing: (Please describe)			

2.0 GPS Integration/Tracking Service (Section 2.2)		Monthly Price Per Reporting Cycle		
		2 minutes	1 minute	30 seconds
2.1 Diagnostic Service Fee	315	\$ -	\$ -	\$ -
2.2 Non-Diagnostic Service Fee (2 minute reporting cycle)	17	\$ -	\$ -	\$ -
2.3 Non-Motorized Service Fee (12 hour reporting cycle)	61	\$ -		
2.4 Vehicle Change Fee (when GPS hardware is transferred from one vehicle or piece of equipment to another)	20	\$ -	per transfer	
2.5 Deactivation Fee (if the County elects to deactivate a unit within the first 12 months)		\$ -	per vehicle	
2.6 Training per Section 2.7		\$ -	per hour	
2.7 Installation charge per Section 2.11		\$ -	per vehicle	
2.8 Alternative Integration/Tracking Service Pricing: (Please describe)				

3.0 Extended Warranty for GPS Hardware & Software	Year 2	\$ -
	Year 3	\$ -
	Year 4	\$ -
	Year 5	\$ -
4.0 Non-Warranty Repair or Replacement Parts:		
Percentage discount off of list price		_____ %
5.0 Additional System Options: (Please describe)		

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

_____ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE / FAX #

CITY STATE ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number 09040

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3

SOLE PROPRIETOR WAIVER



**MARICOPA COUNTY RISK MANAGEMENT
222 North Central Avenue, Suite 1110
Phoenix, Arizona 85004**

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box	City	State	Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Materials Management Department			
Signature of Procurement Officer		Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

Signature of Risk Management Representative Date

EXHIBIT 4

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.