

**SERIAL 06008 RFP GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES**

**DATE OF LAST REVISION: August 02, 2007 CONTRACT END DATE: May 31, 2009**

**CONTRACT PERIOD THROUGH MAY 31, 2009**

**TO:** All Departments  
**FROM:** Department of Materials Management  
**SUBJECT:** Contract for **GLOBAL POSITIONING SYSTEM (GPS) FOR VEHICLES (NIGP 20654)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 18, 2006 (Eff. 06/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

**Copy to:** Clerk of the Board  
Ernie Arce, Planning & Development  
Gordon Jennings, Planning & Development  
Materials Management

(Please remove Serial 01188-S from your contract notebooks)



## CONTRACT PURSUANT TO RFP

**SERIAL 06008-RFP**

This Contract is entered into this ~~18<sup>th</sup>~~<sup>1<sup>st</sup></sup> day of ~~MAY~~ JUNE, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and RADIO SATELLITE INTEGRATORS, INC., an FLORIDA corporation ("Contractor") for the purchase of GPS VEHICLE TRACKING services.

### 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of June, 2006 and ending the 31st day of May, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of Two (2,) years. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, quantities, unit prices, extended totals and any applicable sales/use tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

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 or mistakes 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 attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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.

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

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor'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.

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.

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

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.

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. Contractor 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.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such 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.

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.

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.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 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.

4.2.2 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.

4.2.3 Workers' Compensation.

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.

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.

4.2.4 Certificates of Insurance.

4.2.4.1 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 UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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.

4.2.4.2 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.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

Radio Satellite Integrators, Inc.  
19144 Van Ness Ave.  
Torrance, CA. 90501  
Attn: Brett Lim  
Phone: 310-787-7700  
Fax: 310-787-7435

4.4 REQUIREMENTS CONTRACT:

4.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.4.3 Contractor agrees to accept oral cancellation of purchase orders.

4.5 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.

4.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice,

the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.7 TERMINATION FOR DEFAULT:**

4.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 ALTERNATIVE DISPUTE RESOLUTION:

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to

prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**4.16 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**4.17 RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**4.18 INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**4.19 GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



1.2 IN VEHICLE EQUIPMENT		
<b>1.2.1 MOBILE UNITS</b>	\$ 895	each
<i>V-Track Units Configured with GPRS Transceiver</i> <i>Includes: GPS Antennas, Mount, and Cabling</i> <i>Includes GPS based odometer</i> <i>Includes up to 5 sensor connections</i> <i>Includes Initial Installation</i>		

1.3 TRAINING & INSTALLATION		
<b>1.3.1 BASE STATION INSTALLATION</b>	\$ 2,500	each
<b>1.3.2 MOBILE EQUIPMENT INSTALLATION</b> (Initial Installation Included w/ Purchase)	\$ 125	each
<b>1.3.3 DAYS ON SITE TRAINING</b> (Recommend Two Days)	\$ 1,500	each

1.4 ADDITIONAL SYSTEM OPTIONS		
<b>1.4.1 Additional RSI AVL Mapping and Vehicle Display System</b>	\$ 1,950	each
<i>Includes: Proprietary RSI AVL System, ArcView-Based Reporting Capabilities, Graphical History Replay</i> <i>Does Not Include Necessary Computer:</i> <i>2.2GHz PIV, 256M RAM, 30G HD, 17" Monitor</i>		
<b>1.4.2 MOBILE UNITS (CDMA)</b>	\$ 995	each
<i>V-Track Units Configured with CDMA Transceiver</i> <i>Includes: GPS Antennas, Mount, and Cabling</i>		
<b>1.4.3 Mobile Data Terminal</b>	\$ 795	each
<i>Back-Lit LCD Text display</i> <i>Includes Mount and Installation</i>		
<b>1.4.4 Emergency Buttons</b>	\$ 75	each
<i>Hard-wired On-Vehicle Button</i>		
<b>1.4.5 Remote Emergency Medallion</b>	\$ 150	each
<i>Remote RF-Based Emergency Medallion</i>		

<b>1.4.6 RSI Alert Center</b>	\$ 4,950	each
Capture, Monitoring and Logging of Emergency Events As Generated by Emergency Buttons		
<b>1.4.7 EXTENDED WARRANTY (ANNUAL COST) - RSI</b>	\$ 9,000	each
Annual Warranty Charge Past Year 1 On Base RSI System Above		

**EXHIBIT B-  
SCOPE WORK**

**1.0 SCOPE OF WORK:**

**1.1 TECHNICAL REQUIREMENTS**

**THE PROPOSED SYSTEM MUST MEET THE FOLLOWING MINIMUM FEATURES:**

**1.1.1 Real Time on demand location and activity status information.**

Solution must have capability to provide real time location and data capture of all vehicles identified by department within Maricopa County, particularly in unincorporated areas of the Maricopa County. Vehicle status and location must be deliverable with Five (5) Minute or less latency when vehicle is within proximity of Terrestrial/Cellular Network range.

Proposed solution must be capable of data capture outside of Terrestrial/Cellular Network. Captured information must be capable then of transmitting automatically upon re-entering defined Terrestrial/Cellular coverage area.

**Comply. The RSI system constantly collects and records GPS and other vehicle data and in the event of communications failure, will store and forward until connectivity is restored. The V-Track™ unit can store month's worth of data and will retain data even with a loss of power. The system can be set at a default of a 5 minute update rate, but can change dynamically based on any variety of status changes.**

**If ubiquitous wireless coverage is absolutely necessary, the V-Track™ unit (any portion of the fleet) can be equipped with hybrid communications using GPRS as a default and switching to satellite only when necessary or prompted. Wireless coverage is dependent upon the specific carriers.**

**1.1.2 Proposed solution must be a Turn-Key solution providing all applicable hardware and data capture service and/or software as applicable to receiving real time on demand location and activity status information.**

**Comply**

**1.1.3 Proposed solution should be Internet based for real time access to captured/transmittable data.**

**Comply. RSI can provide multiple solutions: Internet (browser based) and true client/server. The Client/Server solution offers a more powerful map interface and can function from any PC that has a high speed connection. The Web based interface can be accessed from any browser and has most all of the same functionality except for simultaneous multiple map windows and vehicle icon heading display.**

**1.1.4 At minimum, the proposed solution must be capable of capturing and transmitting data related to the following status/conditions:**

**1.1.4.1 Transmit Location**

**Comply. The V-Track™ has a 16 channel GPS receiver providing location accuracy of 2 meters.**

1.1.4.2 Starter enable/disable capability

**Comply. Our output lines can control a relay to disable the solenoid if desired. There are several liability issues with an ignition enable/disable option. RSI has implemented systems that require a PIN or ID card to enable the starter.**

1.1.4.3 Trigger extra output capability

**Comply. The V-Track™ has 2 outputs to control things such as automatic locks, ignition, etc.**

1.1.4.4 Unlock doors capability

**Comply. The V-Track™ has 2 outputs that can control automatic locks on a vehicle.**

1.1.4.5 Fastest speed of the day reporting.

**Comply. Speed is recorded along with every position update. Various reports can be generated from any of this data.**

1.1.4.6 Set/Clear Geo-fence capability

**Comply. RSI AVL comes with a Geofencing option that allows for polygons and radius based exception reports and alarms.**

1.1.4.7 Vehicle Low Battery reporting

**Comply. The RSI AVL system can record and report a low battery status if there is an existing Low Battery warning light on the vehicle.**

1.1.4.8 After traveling at determined speed (TBDmph) for set duration (TBD) submit report.

**Comply. The RSI V-Track™ records speed with every fix. The unit can be configured to perform various functions based on any event or status change such as speed.**

1.1.4.9 After engine if off for set time (TBD) reporting. (Ideally would like to be able to tell when the engine is off for more than 30 minutes during the time period of (6am-5pm))

**Comply. The V-Track™ unit can be configured to enter a “sleep” mode where it limits the power draw on the vehicle battery. The RSI AVL system can be configured to ping any unit, even in sleep mode, when the engine is off for a certain amount of time.**

1.1.4.10 After engine is on for set time (TBD) reporting (Ideally would like to be able to tell when the engine is on between hours of (5pm-6am)).

**Comply.**

1.1.4.11 Report whenever ignition is turned off (Ideally would like to have report that shows stops and starts throughout the day (times)).

**Comply. Ignition events are always reported to the system.**

- 1.1.4.12 Solution should be capable of providing daily activity reports, to include daily, weekly, monthly, and annual mileage reports.

**Comply.** Using the state-of-the-art 16 channel GPS receiver, the V-Track™ unit is able to keep an internal vehicle odometer that logs mileage more accurately than your vehicles' dash-mounted odometer. Using GPS satellite Doppler Shift calculations up to 4 times per second, the V-Track™ odometer readings are calculated and sent back to your database where mileage data can be used for various maintenance, records, and other needs.

- 1.1.4.13 Solution should be capable of notifying system of tampering. (ie.. attempts to disable installed (vehicle) equipment)

**Comply.** The RSI AVL system will allow the operator to see when communications, GPS, or other system aspect is disconnected. Location, time, and driver ID is all recorded and stored on the V-Track™ unit and can be retrieved when reconnected.

- 1.1.5 Application software and interface to allow viewing and reporting data captured in formats approved by the department.

**Comply.** The Report Generation Software is an extension to the Real-Time Vehicle Tracking Software, and can generate both tabular and graphical map-based reports based on archived vehicle location and status data. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria.

The map-based report displays allow users to visually display or re-trace a vehicle's route and status, and include the same map manipulation and query functionality as the real-time vehicle tracking displays. Tabular reports display unit location by address or area, rather than graphically on a map.

- 1.1.6 Proposed solution must provide reports specifying detailed information on vehicles. Vendor will also build custom reports or provide department personnel with ability to build custom reports. Users must have the ability to access standard reports via Internet connection.

**Comply.** The Report Generation Software is an extension to the Real-Time Vehicle Tracking Software described above, and can generate both tabular and graphical map-based reports based on archived vehicle location and status data. Reports may be produced for selected vehicles (or groups of vehicles) according to time, location, and status criteria.

Various customized reports can be set up as desired by the County. Tabular reports are created the industry standard reporting tool Crystal Reports.

- 1.1.7 Installation of the GPS shall include all necessary hardware, operating software, application software, interface software and cards, reporting, cables, antennas and connectors as applicable.

**Comply.**

- 1.1.8 Vendors should include in their proposals pertinent information regarding scalability and capabilities of their solution. To include, but not limited to, capabilities in regards to number of outputs per unit to measure or operate various vehicle functions. (ie.. Sweeper Down, Pump On, etc.)

**Comply.** The V-Track™ unit has seven serial ports, 5 sensor inputs, and 2 sensor outputs. Some of the virtually unlimited types of devices and sensors that can be

**integrated are: MDT's, laptops, PDAs, card swipe readers, smart card readers, barcode readers, lights, doors, panic buttons, sweeper, pump, plow, spreader, siren, shotgun rack, trunk, armature, cherry picker, et al.**

- 1.1.9 Initial expectations of Planning and Development are to have Data/Status updates delivered in (5) Five minute intervals minimum. Solution should capture all data within these intervals. However, delivery of information to source is only required at (5) Five minute intervals.

**Comply. The RSI system is capable of sending data at much quicker rates if desired. Reporting rates can be changed dynamically based on vehicle status, speed, alarm, etc. RSI plans on using the negotiated County data rates with the wireless carriers.**

## 1.2 GPS Warranty, Maintenance, Support and System Documentation

All V-Track™ products are covered by the following warranty:

**Radio Satellite Integrators warrants the V-Track™ and all accompanying software against defects in materials and workmanship for a period of one year from the date of sale. During the warranty period Radio Satellite Integrators provides the warranty service through Radio Satellite Integrators, Inc. (RSI). RSI will, at its option, either repair or replace products, which prove to be defective. RSI shall pay all applicable charges related to the repair or replacement of units determined to be defective during the Warranty period.**

**No other warranty is expressed or implied. Radio Satellite Integrators specifically disclaims the implied warranties of merchantability and fitness for a particular purpose. Remedies provided herein are Buyer's sole and exclusive remedies. Radio Satellite Integrators shall not be liable for any direct, indirect, special incidental, or consequential damages, whether based on contract, tort, or any other legal theory.**

## 1.3 Software Maintenance

### 1.3.1 Licensed Software Maintenance

Following the Base Licensed Software Warranty Period, the Contractor shall offer maintenance for licensed software packages provided by Contractor that are incorporated in the GPS turn-key system, to include any ASP solutions. Maintenance services for licensed software packages shall be offered for a Three (3) year period, renewable annually in one-year increments.

The licensed software maintenance shall include:

- Software upgrades, patches, fixes, corrections and new versions that are published as general release.
- Telephone technical support
- New systems documentation or manuals for GPS software upgrades and new versions that are published as general release.
- All changes to the GPS system, including software, and software installation and configuration, that are necessary to maintain the GPS software warranty, or deemed necessary by the GPS software publisher, e.g. minor or major patches or upgrades to fix bugs or problems in the GPS software.

### **COMPLY – SEE TECHNICAL SUPPORT SECTION 1.4**

### 1.3.2 Custom Software

**The Contractor shall offer maintenance services for custom software developed for P&D by the Contractor or any Subcontractor following the Base Custom Software Warranty Period on a time and materials basis. Maintenance services for custom**

software shall be offered for an initial Three (3) year, renewable annually in one-year increments for period of Three (3) years.

The maintenance services shall include the following:

- Software upgrades, enhancements, patches, fixes, corrections and new versions
- New systems documentation or manuals reflecting upgrades, patches, fixes, corrections, etc. to the custom-developed software.

1.4 **Technical Support**

The Contractor must provide technical support for the proposed solution **without** additional cost to P&D for the twelve consecutive months following the final systems acceptance by the P&D Project Director. Thereafter, the Contractor must offer technical assistance services for Four (4) years, renewable annually in one-year increments for period of Four (4) years, at pricing proposed by the Contractor.

**Service Response Plan**

**The following is RSI's standard Customer Support Plan:**

RSI will maintain all equipment and support software for one year, parts and labor. In addition, RSI will provide two options to help ensure smooth operation of the system:

**1) Phone Support**

During the warranty period, RSI will provide unlimited phone support via our toll-free number [(866) 869-7700]. After hours support is available 24/7 through the 911 option on our telephone system.

**2) Remote Access Support**

This option allows RSI staff to check in on system health, troubleshoot problems on-line with customer staff and monitor the system remotely via dial-up or TCP/IP (VPN) access.

*To provide this additional service, RSI requires that the customer provide, at minimum, a dedicated phone line at the base and each client site.*

Any travel required to support on-site service is not included.

Severity	Time Reported	Target Response Time	Response Method
1	7x24	<4 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
2	Regular Hours	<3 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
2	After Hours	Next Business Day	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
3	Regular Hours	<8 Hours	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)
3	After Hours	Next Business Day	Phone Call (Follow-up with Remote Access Troubleshooting as Necessary)

The Customer acknowledges and understands that the Service Provider's ability to respond within these times is dependent on the Customer's fulfillment of its obligation to provide remote access.

\* Response time targets are measured from receipt of first notification by telephone to our Main Office Number [(310) 787-7700] or toll-free number [(866) 869-7700]. For after hours calls

follow our instructions for Emergency Service, directory 911. A page will go out to an on-call support provider.

\*\*Regular Hours are defined as Monday through Friday, 9 A.M. to 5 P.M. Pacific Time, excluding holidays. After Hours are all non-Regular Hours.

**Problem Severity Definitions**

- a. **Severity 1** – A Severity 1 Problem is a catastrophic failure that severely impacts the Customer’s ability to conduct its core business – i.e., the Customer’s Automatic Vehicle Locator and/or Mobile Data System are down or not functioning and no procedural workaround exists.
- b. **Severity 2** - A Severity 2 Problem is a high-impact Problem that disrupts important functions of the Customer’s operation, but the Customer can still remain productive and maintain necessary business-level operations.
- c. **Severity 3** - A Severity 3 Problem is a Problem that is of lesser magnitude than a Severity 1 or 2 Problem.

**Problem Resolution Targets**

- a. **Severity 1** - When working a “Severity 1” Problem, the objective is to resolve the Problem entirely or to downgrade the Problem’s Severity designation (*i.e.*, provide Customer sufficient functionality so that the Problem may be reclassified as Severity 2 or 3) within 24 hours after the Problem is reported. Efforts to isolate, diagnose, and effect a work-around for, repair, or downgrade a “Severity 1” Problem shall be continuous (*i.e.*, around-the-clock) between Customer, Service Provider and RSI (as needed), provided that Customer performs all of its obligations hereunder, including providing remote access to its systems. Periodic phone contact and progress updates will be provided at regular intervals during problem resolution. When the severity level has been changed to “Severity 2” or “Severity 3,” the guidelines cited below are followed.
- b. **Severity 2** – When working a “Severity 2” Problem, the objective is to have a solution and/or fix to the Customer within fifteen (15) business days. Efforts to isolate, diagnose, and affect a work-around or repair to a “Severity 2” Problem shall be continuous during Regular Hours. Customer resources may need to be available after hours and/or weekends upon mutual agreement between Customer and Service Provider, on a case-by-case basis.
- c. **Severity 3** - When working a “Severity 3” Problem, the objective is to get the Customer a fix to the Problem or develop a workaround acceptable to the Customer within thirty (30) business days. Such a fix will typically be provided via a software patch or upgrade from RSI.

**1.5 Documentation and Manuals**

User/Operating Procedure manuals, specific to the RSI AVL System, will be provided to each trainee. The User/Operating Procedure manuals will consist of the generic capabilities for each component as well as all the necessary amendments that describe the CLIENT specific modifications and enhancements. Course Training Manuals, for each functional or technological area of training, will be provided to the AVL Project Manager, along with master copies of all training and orientation documents in order to facilitate duplication of materials for future training purposes. Vendor equipment manuals relating to the specific software and hardware utilized in the project will also be delivered to the AVL Project Manager. (Note: Any duplication of materials is for internal use on the AVL Project and may NOT be distributed to outside sources without the written approval of the vendor.)

All such printed training/orientation materials will be:

- Approved by the AVL Project Manager prior to their use or distribution

- Customized and specific to the AVL Project and the products used therein and the systems operating therein.
- Complete and current as of the date of Substantial Completion of the RSI AVL Project.
- Easily understandable, detailed and focused to the inherent knowledge levels of each of the below-described staff categories based on their individual 'need to know'.
- Updated, as necessary, consistent with any maintenance and support agreements to this Project.

RSI will supply the specified manuals and documentation in both hard and soft copy.

#### 1.6 **Resources to be Provided By P&D in Support of the GPS Implementation**

P&D will provide the following resources, assistance and support for the GPS implementation project:

##### Staff

- GPS Project Manager. Primary contact for the Contractor
- GPS Project Analyst (part-time) will work with the Contractor to develop scripts, access/security plans, training of end-users and other data collection and analytical tasks.
- One (1) FTE Database Administrator/Web Administrator devoted to the project part-time as needed.
- Training staff to become trainers and to learn to create management reports and workflow.

##### Facilities

- Office space for Contractor's staff may be provided at P&D.
- Phone service and Internet access will be provided for project staff.
- Training room with seven (7) seats for training GPS trainers and end-users is available.
- The County will perform all facilities modifications and site preparation to accommodate the GPS.

##### Facilitation:

- P&D GPS Project staff or other P&D staff will arrange for access to buildings and arrange interviews/walkthroughs, provide demonstrations of systems, make systems and procedures documentation available, answer questions and generally facilitate the work of the project team.
- P&D staff will collect information requested by the Contractor *up to the limit of the available staff time*.

##### Equipment and Network:

- All network-related upgrades, new network connections and necessary cabling or network communications equipment will be provided by Maricopa County Telecommunications.
- Vendor will provide and install on the network all workstations and printers for access to the GPS.

#### 1.7 **TAX:**

No tax shall be levied against labor. Proposal pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

1.8 **DELIVERY:**

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. 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.

1.9 **PROJECT SCHEDULE**

The County asks for the immediate implementation of 52 vehicles. If desired, RSI can implement the entire system in as little as six (6) weeks after execution of contract, or as required by the County. Some key milestones follow.

**Scope of Services to Be Provided by Contractor**

**Proposed Work Plan**

Radio Satellite Integrators will implement the system as outlined below within 12 Weeks after execution of contract. Some key milestones follow.

Pre-Implementation Planning and Engineering (2 Weeks ARO)

- Contract Award
- Develop Statement of Work and ATP
  - Requires Agency Assistance
- On-site Site Surveys (Access Required)
- Final Design Review

Hardware Manufacturing and Component Sourcing (4 Weeks ARO)

Initial System Field Test (6 Weeks ARO)

- Test Units

Final Installation and Implementation (10 Weeks ARO)

Acceptance (12 Weeks ARO)

**Weeks After Notice To Proceed**

	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
<i>Pre-Implementation Planning and Engineering</i>	█								
<i>Build Equipment</i>									
<i>Initial Installation and System Validation</i>		█							
<i>Unit Installation</i>			█						
<i>Acceptance Test Plan and Conduct</i>			█						
<i>Delivery Complete</i>				█					
<i>Installation of Additional County Agencies or Fleets</i>						█			
<b>DELIVERY COMPLETE</b>							▲		
<i>Additional Installations if Applicable.</i>							█		

**1.10 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 Agreement. 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.

**1.11 TRAINING**

***RSI Training Methodology***

RSI will provide live training sessions on the entire AVL system sufficient to ensure complete understanding and operations proficiency by the desired client staff and administrative personnel. The client will receive training to be provided to the entire staff exposed to the system, with an intensive “train-the-trainer” approach for selected personnel in order to maximize long-term worker productivity. The training sessions shall be held at locations specified by the client for administrative, driver, dispatch, executive, maintenance, and all other relevant parties. All materials and manuals will be provided in both printed and electronic format.

***Training***

The AVL Project Training Program is designed to indoctrinate all employees in the use of the RSI AVL System.

All training will be specific, where appropriate, to the *RSI AVL* system, and will include practical user instruction, hands-on sessions using *RSI AVL* specific equipment and data, and vendor observation of live operations following system startup. The training sessions will be presented over the course of the project, and will enable the CLIENT personnel to assume the responsibility of the system upon Substantial Completion.

In concert with the *AVL* Project Manager, RSI will develop and conduct a one-time operational overview of the entire *RSI AVL* operating system, which will provide Stakeholder Management with a practical, working knowledge of the *RSI AVL* system and its operational, customer, and functional capabilities.

The development of the Training and Orientation Program and the scheduling of the actual training sessions will take into consideration staff availability due to shift assignments and logistics. The client will coordinate with the RSI Project Manager to ensure that personnel are available when the Training Programs are to be conducted. Furthermore, it is assumed that all attendees will be familiar with the basic concepts of the Windows Operating System, knowledge that is essential in order to be able to take full advantage of the courses offered. A workable understanding of Windows will be a pre-requisite for all attendees.

**RADIO SATELLITE INTEGRATORS, 19144 VAN NESS AVENUE, TORRANCE, CA 90501**

**PRICING SHEET: ~~B0604910/C702104~~/NIGP CODE 2065402**

Terms: NET 30

Vendor Number: W000007084 X

Telephone Number: 310/787-7700

Fax Number: 310/787-7435

Contact Person: Brett Lim

E-mail Address: [info@radsat.com](mailto:info@radsat.com)

Company Web Site: [www.radsat.com](http://www.radsat.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2009.**