

## **#13479 ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND BI INCORPORATED, FOR OFFENDER MONITORING SOLUTIONS**

This Agreement is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “County”), and BI Incorporated., a Foreign Profit Corporation authorized to do business in the state of Florida (“BI”). Collectively, the County and BI are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

**WHEREAS**, the County desires to contract with BI to provide Offender Monitoring Services (the “Services”) to the County; and

**WHEREAS**, BI is currently under contract with Omnia Partners, a Government Cooperative Purchasing Alliance, Contract 2022118 (the “Master Agreement”), dated May 4, 2022, to provide Offender Monitoring Services; a copy of the Master Agreement, and all modifications thereto in effect as of the date of this Agreement, are hereby incorporated herein and made a part of this Agreement; and

**WHEREAS**, pursuant to Section 22.3-302 (13) of the Alachua County Procurement Code, the procurement of the goods and services to be provided by BI, to the County pursuant to this Agreement are exempt from the County’s competitive procurement processes; and

**WHEREAS**, the County and BI agree to the terms and conditions of the Master Agreement, except as modified herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. The recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. The Parties agree to be bound by the terms, conditions, and pricing of the BI Agreements, incorporated herein and attached hereto as Attachment A, except as modified in Paragraph 3 below. In the event of conflict between the provisions in Paragraph 3 below and the terms and conditions of the BI Agreements, the provisions of this Agreement will prevail.
3. The Parties agree to the following provisions:
  - a. For the purposes of this Agreement, all references in the Master Agreement to the City of Mesa, Arizona or any of its divisions, departments, agencies or employees shall be read to be a reference to Alachua County Florida, or its divisions, departments, agencies or employees.

**b. Term**

- i. The Term of this Agreement is effective October 1, 2022, after execution and continues through September 30, 2024, unless terminated earlier as provided

herein. The County has the option of renewing or extending the term of this Agreement for additional periods of time coinciding with the term of any renewals or extensions of the Master Agreement.

- ii. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

**c. Payment.**

- i. The County will pay BI for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to BI for the Services shall be a total annual amount not to exceed \$266,000.00 annually ("NTE amount"). The amount paid shall be based on the equipment used, per the following table

Equipment	Rate	Spares	Lost/Damaged
HG 206 / HG 2020	\$2.40	30%	0%
LOC8 / LOC8 XT	\$2.80	30%	0%
SL2 / SL3	\$3.95	30%	0%
TAD Cellular	\$6.20	30%	0%
SmartLINK VERIFY	\$0.50	N/A	N/A

- ii. As a condition precedent for any payment, BI must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. BI shall submit invoices to the County at the following address, unless otherwise directed by the County:

Court Services  
Fiscal Dept  
35 N Main Street  
Gainesville, FL 32601

- iii. County will make payment to BI of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

- iv. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a

breach or default of this Agreement.

- d. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, BI's and County's representatives are:

County:

Alachua County Board of County Commissioners  
Procurement Division  
12 SE 1st Street  
Gainesville, FL 32601

BI:

6265 Gunbarrel Ave, Suite B  
Boulder, CO 80301

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1st Street  
Gainesville, FL 32602  
ATTN: Finance and Accounting

- e. Indemnification: Paragraph 24, Indemnification, of the BI Agreement is modified by the following:
- c Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of §768.28, Florida Statutes.
- f. **Insurance:** During the term of this Agreement when present in County facilities, BI will maintain insurance of the types in the minimum amounts detailed in Attachment "B" Certificate of Insurance with County listed as Additional Insured.
- g. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:
- i. Keep and maintain public records required by the County to perform the Services.
  - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from

public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.

- iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems
- v. Failure of BI to comply with this section will be deemed a breach of this Agreement and enforceable as set forth in §119.0701, Florida Statutes. If Contractor fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statutes and reasonable costs of enforcement, including fees under §119.12, Florida Statutes.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

- h. Governing Law.** The Parties agree that Agreement and the terms and conditions of the Order will be governed by Florida law.

- 4. This Agreement, when executed by both Parties, shall become binding on both Parties.

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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_

Marihelen Wheeler, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**BI**

Witness

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

By: DocuSigned by:  
*Danna Coapland*  
B9E38DABBBE4C5...

Print: Danna Coapland

Title: V.P., Finance

Date: 9/8/2022

**IF BI IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.**

## ATTACHMENT A: Master Agreement

## ATTACHMENT B: Certificate of Insurance



Offender Monitoring Solutions  
Executive Summary

**Lead Agency:** City of Mesa, Arizona

**Solicitation:** 2022118

**RFP Issued:** February 9, 2022

**Pre-Proposal Date:** February 22, 2022

**Response Due Date:** March 16, 2022

**Proposals Received:** # 1

**Awarded to:**

The City of Mesa, Arizona issued RFP 2022118 on February 9, 2022, to establish a national cooperative contract for Offender Monitoring Solutions.

The solicitation included cooperative purchasing language in the Scope of Work Section, paragraph 2., National Contract (RFP page 12):

*NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners"), to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa, Arizona website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY



- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

On March 16, 2022 proposals were received from the following offerors:

- Bi Incorporated

The proposal was evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with BI Incorporated and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

The City of Mesa, Arizona, OMNIA Partners and BI Incorporated successfully negotiated a contract, and the City of Mesa, Arizona executed the agreement with a contract effective date of May 4, 2022.

Contract includes: Offender Monitoring System Operation with Central Computer Monitoring including Central Computer Monitoring System Software. Active, Passive and/or Hybrid Global Positioning Satellite Tracking, Radio Frequency Tracking, Video and/or Voice Tracking, Supplemental Support Services, Smartphone Application, Data Analytics Software, Online Monitoring Software, and Related Products, Services and Solutions.

Term:

Initial five (5)-year agreement from May 4, 2022 through May 3, 2027 with the option to renew for two (2) additional one-year periods through May 3 2029.

Pricing/Discount: Pricing discounts for volume orders as detailed in the National Tiered Pricing model.

## **City of Mesa, AZ**

Contract #2022118

*for*

Offender Monitoring Solutions

*with*

BI Incorporated

Effective: May 4, 2022

The following documents comprise the executed contract between the City of Mesa and BI Incorporated, effective May 4, 2022:

- I. Signed Contract
- II. Supplier Response
- III. RFP Addendums
- IV. Original RFP Solicitation



# **AGREEMENT PURSUANT TO SOLICITATION**

## **CITY OF MESA AGREEMENT NUMBER 2022118 OFFENDER MONITORING SOLUTIONS**

### **CITY OF MESA, Arizona (“City”)**

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Nicole Nelson Procurement Officer I
E-Mail	<a href="mailto:Nicole.Nelson@MesaAZ.gov">Nicole.Nelson@MesaAZ.gov</a>
Phone	(480) 644-2653

With a copy to: City of Mesa – Municipal Courts Department  
Attn: Tiffany Decker, Court Supervisor  
P.O. Box 1466  
Mesa, AZ 85211-1466  
[Tiffany.Decker@MesaAZ.gov](mailto:Tiffany.Decker@MesaAZ.gov)

**AND**

### **BI INCORPORATED DBA BI INC, (“Contractor”)**

Mailing Address	6265 Gunbarrel Ave Suite B
	Boulder, CO 80301
Remit to Address	6000 Feldwood Rd Lockbox 744952
	College Park, GA 30349
Attention	Kimberly King, Manager of Western Region
E-Mail	<a href="mailto:Kimberly.King@bi.com">Kimberly.King@bi.com</a>
Phone	214-222-5995
Fax	303-218-1250

## CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 2nd day of May, 2022, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and BI Incorporated dba BI Inc, a State of Colorado corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### RECITALS

- A. The City issued Solicitation number **2022118** ("Solicitation") for **OFFENDER MONITORING SOLUTIONS**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **May 4, 2022** and ending on **May 3, 2027**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
  - 1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within four (4) days after receipt of an order.
2. **Scope of Work.** The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders.** Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
  - a. Agreement
  - b. Exhibits
    1. Mesa Standard Terms & Conditions
    2. Scope of Work
    3. Other Exhibits not listed above
  - c. Solicitation including any addenda
  - d. Contractor Response

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes;
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

## 6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
  - 6.9.4 Professional Liability (Errors and Omissions Liability), the Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance.
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed



within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
  - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:


- (A) Scope of Work
  - (B) Pricing
  - (C) Mesa Standard Terms and Conditions
  - (D) Federal Funds Certifications
  - (E) New Jersey Business Compliance
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF MESA, ARIZONA**

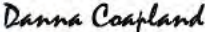
By:   
Digitally signed by Edward Quedens  
DN: cn=Edward Quedens, o=Cty of  
Mesa, Arizona, ou=Business  
Services,  
email=ed.quedens@mesaz.gov,  
c=US  
Date: 2022.05.04 17:34:22 -07'00'  
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Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BI INCORPORATED DBA BI INC**

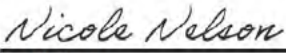
By:   
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69E380AB6BFE4C5...

Danna Coapland  
\_\_\_\_\_  
Printed Name

Vice President, Finance  
\_\_\_\_\_  
Title

5/4/2022  
\_\_\_\_\_  
Date

REVIEWED BY:

By:   
Nicole Nelson  
Procurement Officer I

## **EXHIBIT A**

### **SCOPE OF WORK**

1. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners"), to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment C).

The City of Mesa anticipates spending approximately \$61,000.00 over the full potential Master Agreement term for Offender Monitoring Solutions. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Offender Monitoring Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$50 million. This projection is based on the current annual volumes among the City of Mesa, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

2. **GENERAL INFORMATION:** Contractor(s) are to propose the broadest possible selection of Offender Monitoring Products, Services, and Solutions that are offered by the Proposing Contractor(s). The proposing Contractor(s) should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to the following categories:
  1. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by the Contractor(s).
  2. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by the Contractor(s).

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3. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by the Contractor(s).
4. **Supplemental Support Services:** Secure, on-line twenty-four (24) hour, seven (7) days a week, three-hundred sixty-five (365) days a year live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee collection/processing.
5. **Smartphone Application:** A secure smartphone application and supervision tool offered by the Contractor(s), utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
6. **Data Analytics Software:** A secure data analytics software package offered by the Contractor(s), which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
7. **Online Monitoring Software:** The secure online monitoring software available from the Contractor(s) that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and that is accessible twenty-four (24) hour, seven (7) days a week from any web-based computer or mobile device with internet access.
8. **Related Products, Services and Solutions:** Additional related products, services, or solutions available from the Contractor(s), such as but not limited to: drug and alcohol testing, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

The Contractor(s) shall provide the required equipment and services for the categories for which it receives award. Contractor(s) should indicate where their systems meet or do not meet the above requirements for each category on a document that is on the Contractor(s) letterhead.

Although this section reflects the needs and requirements of the City, OMNIA Partners Participating Agencies may have different requirements. The awarded contractor will have the ability to offer their comprehensive Offender Monitoring Solutions nationally. The offender monitoring solution may include products and services associated with offender monitoring or any other related services which OMNIA Partners participants may elect to use. OMNIA Partners participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the City contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

3. **GENERAL SCOPE:** The following items concern the general scope and requirements for items that are part of the request for proposal:
  1. **Monitoring Services Provided by Contractor(s):**  
The Contractor(s) shall provide a central monitoring service center located in the U.S. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service shall be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring.

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If required by the City's designee, the Contractor(s) monitoring service center shall be responsible for receiving program participant enrollment information from the City. If required, the contractor(s) shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the City via e-mail or fax (as determined by City) using the contractor(s) toll-free telephone number to the central monitoring service center or via remote terminal through dedicated line or internet access. If requested, the Contractor(s) shall be responsible for removing program participants from the monitoring system upon a notification from City. The date of removal and removal reason will be established by the City. The Contractor(s) shall utilize enrollment and client status change forms developed in conjunction with City.

If required, the monitoring service center shall respond to all reports of monitoring violations by telephoning (as determined by City) the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at his or her approved residence. The Contractor(s) shall explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.

In addition, the following specifications must be adhered to:

- a. The Contractor(s) place of business and monitoring center services facilities used for this program must be located within the United States of America. The Contractor(s) primary monitoring center shall be capable of uninterrupted operation twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year. This shall include all systems, hardware and software, communications and building support services such as electrical power.
- b. The Contractor(s) monitoring center shall be monitored twenty-four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.
- c. Each monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.
- d. The Contractor(s) shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
- e. The Contractor(s) shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.
- f. The Contractor(s) shall provide the City a toll-free contact number, accessible and staffed twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
- g. In the event any component of the Contractor(s) service becomes inoperable, the Contractor(s) must immediately notify the Contract Manager or designee by telephone and email no later than thirty (30) minutes after discovery of service failure.
- h. When requested, the Contractor(s) monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the City and the Contractor(s) by offender program type.
- i. When requested, the Contractor(s) monitoring system shall be responsible for alerting the City's designated officervia text, message, email, central database, and/or phone. The means or mode of contact shall be at the City's discretion. These services shall be provided twenty-four (24) hours per day, seven (7) days per week.



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- j. As required by the City's designee, the Contractor(s) shall provide a toll-free telephone number to be supplied to the City's supervised offenders which shall be utilized to contact the monitoring center for alarm notification resolution.
  - k. The Contractor(s) shall provide immediate notification via telephone, cellular telephone, text message, and/or email twenty-four (24) hours a day, seven (7) days a week to designated City staff when an alarm notification is generated. The contractor(s) monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.
  - l. The Contractor(s) shall be able to receive a verifiable confirmation via a telephone call from the monitoring center to the designated City staff to confirm that all immediate alarm notifications were received/acknowledged by City staff. The Contractor(s) shall be responsible to maintain a call tree to be utilized when contacting City staff to report alarm notifications pursuant to established protocols.
  - m. The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
  - n. The Contractor(s) shall have the ability to write files to a server at the Contractor(s) site and shall allow the City to retrieve the files daily through a secure File Transfer Protocol (FTP) or other secure transmission method. The files will need to include the following information.
    - i. File 1 – Alarm Fire
      - 1. The Key file the Contractor(s) uses to distinguish each alarm.
      - 2. The type of alarm as defined by the City.
      - 3. The Identification number of the offender.
      - 4. Date and time of the alarm.
      - 5. Length of the alarm (until resolution).
    - File 2 – Comment File
      - 1. The key field the Contractor(s) uses to distinguish each alarm.
      - 2. Comments relating to the alarm.
      - 3. Date and time of updates to the comments.
    - File 3 – Alarm Cleared
      - 1. The key field that the Contractor(s) uses to distinguish each alarm.
      - 2. Date and time the alarm was cleared.
    - File 4 – Points Reviewed
      - 1. The ID number of the offender.
      - 2. The USERID of the officer reviewing the points.
      - 3. Date the points were reviewed.
      - 4. Dates of the points reviewed by the officer.
2. Equipment to be provided by the Contractor(s):  
 Contractor shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but is not limited to: transmitters, base stations, receivers, tracking devices, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, specialty cleaning supplies, car chargers, ethernet cables, beacons, etc.
- a) In the case of equipment rental programs, all equipment provided by the

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Contractor(s) shall remain the property of the Contractor(s) and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied shall be the latest design and model unless specifically requested by the City.

- b) The equipment provided shall be of a technology currently in use by the manufacturer, Contractor(s), or both and shall be identified by brand and model number in the Contractor(s) proposal.
- c) The Contractor(s) shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Contractor(s) shall submit the applicable FCCID numbers for all proposed equipment.
- d) The equipment provided shall not be available as an open market item if this could compromise the security of the system.
- e) Replacement equipment initially provided by the Contractor(s) shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Contractor(s) in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
- f) In the case of a rental program, the Contractor(s) is responsible, at no additional cost to the City except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Contractor(s) is responsible for all costs which includes shipping materials and delivering equipment to, from, or between any City offices located within Arizona.
- g) In the case of a rental program, in the event that any of the equipment or software provided under the contract fails to function properly, is lost, stolen or damaged, the Contractor(s), at no additional cost to the City, shall deliver a replacement component(s) to the designated City office within forty-eight (48) to seventy-two (72) hours of notification by City, if requested by the City. The City will notify the Contractor(s) when a piece of equipment is lost, stolen or damaged. This determination is at the sole discretion of the City. The City and its client departments will make reasonable efforts to deter the theft, loss or damage to the Contractor(s) equipment. The City is not responsible for the cost of lost, stolen or damaged equipment.
- h) Upon request from the City, when the City activates equipment that has been in shelf stock, the Contractor(s) shall deliver to the designated district office a replacement component(s) within twenty-four (24) hours of notification by the City.
- i) The Contractor(s) shall provide, at no additional cost to the City, all necessary tools as needed per officer or district office to install, adjust, and remove the Contractor(s) provided equipment. City will notify the Contractor(s) on the number needed.
- j) All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the City. During the life of the contract, and with the prior approval of City, the Contractor(s) shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to City.
- k) At no additional charge and upon request by the City, the Contractor(s) shall furnish for each system in operation three (3) spare units for every ten (10) units, with a minimum of five (5) units for shelf stock, per location.
- l) The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.
- m) The contractor(s) shall provide written instructions and all necessary equipment for a trained person to initialize, reset and remove the participant's transmitter as needed.



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3. **Accessories:**

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, beacons, and other related supplies necessary for proper operation shall be provided by the Contractor(s) at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

4. **Proposer Representative:**

The Contractor(s) shall provide the City a minimum of one (1) single account representative who will serve as a liaison for all aspects of contract performance. All aspects shall include but not be limited to, reporting, equipment inventory, training, contract transition and the install program. The representative shall be familiar with the City's policies, goals, and services. The representative shall be knowledgeable in the area of Community Corrections, i.e. parole, probation, pretrial, in-home detention, work release, etc. The representative shall be proficient in and have a working knowledge of all functional areas and services. The City would prefer a team approach, consisting of an account representative, inventory management representative and a training representative. The City shall not provide any office space or storage space.

5. **Offender Monitoring System Operation:**

- a) The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and shall work with any type of phone line.
- b) The removal of strap by a deliberate action, accidental action, or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Contractor(s) Monitoring Center. The strap shall have a dual tamper capability. The transmitter shall notify the receiver of any tampering.
- c) The System shall escalate the violation notifications to designated supervisory personnel as specified by the City.
- d) Equipment shall initiate the sending and receiving of signals through standard telephone lines across the City at no cost to the City or offender. Contractor(s) shall ensure that the system allows communication only with authorized receiver/transmitter devices.

6. **Central Computer Monitoring System:**

The Contractor(s) central monitoring service center shall include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The system redundancy shall meet the following requirements:

- a) The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide twenty-four (24) hours a day, seven (7) days a week monitoring.
- b) The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized

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schedule for each participant.

- c) The central computer system shall be capable of retaining personal information for each participant. The Contractor(s) shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated City officials or staff.
- d) The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to the City central communications unit as required.
- e) The contractor(s) shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in event of short-term commercial power losses.
- f) The contractor(s) shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least once a day to prevent data loss due to a system failure and be retained for at least one (1) year.
- g) The contractor(s) shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time. Specify complete addresses of both primary and redundant systems.
- h) The contractor(s) shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by the City shall be made by the Contractor(S) toll-free telephone lines and/or optional alternate communications service.
- i) The contractor(s) shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.

#### 7. Central Computer Monitoring System Software:

The central computer at the Contractor(s) central monitoring service center shall include a compatible software program with the capability to report on the entire electronic monitoring program. The software program shall be user friendly. The electronic monitoring software shall also be accessible via remote terminal at the City through dedicated line or internet access.

#### 8. Reporting:

- a. The Contractor(s) system shall provide standardized reports for all functional areas covered by the Contractor(s) contract. In addition, report parameters are subject to change by the City during contract performance, and other reports shall be required as requested by City.
- b. When "real-time" information is not available, or data-analysis and review is needed by the Contractor(s), the monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants' adherence to established protocol, will be faxed or accessible via remoteterminal at the designated City Area Offices through dedicated line or internet access (as determined by City) by four (4) a.m. every day.
- c. The monitoring service center shall have available daily reports of cases added and removed during the preceding business day.
- d. The monitoring service center shall have available an alert device and arrangement to notify the City of offender's unauthorized absences/late arrivals plus equipment malfunctions immediately from the initial occurrence, through dedicated line or internet access (as determined by City), to the City.
- e. Alerts for tampers, zone violations or curfew violations shall be transmitted in "real

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time” to the designated staff by different means (as determined by City). The method of notification will be determined by the City for each participant, caseload, or agency. Participants shall also be notified of alerts, at the discretion of the designated staff.

- f. If requested, in response to reports of monitoring violations by program participants, the contractor(s) shall prepare a written assessment based upon information received through the contractor(s) confirmation procedure and provide it immediately to the City.
- g. The contractor(s) management information system shall be capable of generating standard reports. The contractor(s) shall be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned City staff. Examples of custom reports that shall be required are number of days a client is monitored, etc. Contractor(s) shall include examples of all reports they are capable of generating as part of their proposed package. City shall be notified twenty-four (24) hours in advance of any anticipated interruption in service.

#### **9. Inventory Management:**

- a. The system shall have the capability of tracking units and equipment that have been returned to the Contractor(s) due to malfunction and provide reports concerning problems found.
- b. The Contractor(s) system shall provide a report of accurate inventory of all equipment and accessories charged to the City. The inventory database shall include item name, serial number, offender name (or “shelf stock” if not in use) and total items in inventory. This system shall have the capability to track inventory by Department.
- c. The Contractor(s) shall provide a dedicated representative to perform the following:
  - i. Update the inventory database on initial installation of monitoring equipment.
  - ii. Update the inventory database for shelf stock at the time of initial installation of monitoring equipment.
  - iii. The Contractor(s) shall reconcile inventory by department on a monthly basis no later than the seventh (7<sup>th</sup>) of each month. The City reserves the right to change the number of reconciliations per year and requirement date.
- d. The Contractor(s) shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days.

#### **10. Maintenance and Support:**

- a. The Contractor(s) shall utilize a dedicated support team to provide maintenance and support on a twenty-four (24) hours a day, seven (7) days a week basis.
- b. The Contractor(s) shall provide a toll-free number for maintenance and support.
- c. In the event any component of the Contractor(s) service becomes inoperable, the Contractor(s) shall immediately notify the City Contract Manager or designee by telephone, but no later than thirty (30) minutes after the discovery of the service failure.
- d. Contractor(s) proposal shall contain all tiers offered and shall identify the response time by tier (identify response by telephone or email.) The Contractor(s) shall adhere to the response times contained in its accepted proposal.
- e. The Contractor(s) shall fully describe its proposed twenty-four (24) hours a day, seven (7) days a week maintenance and support for this contract. The Contractor(s)

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shall clearly identify the City's role in all aspects of maintenance and support.

**11. Contract Transition:**

Contractor(s) shall provide a dedicated person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:

- a. Coordination with the existing Contractor(s) on the date and time of the change over to the new system.
- b. Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.
- c. Contractor(s) shall provide resume(s) for the personnel proposed for the contract transition with their proposal.
- d. Contractor(s) shall provide a transition plan for all field equipment with their proposal.
- e. Contractor(s) are required to demonstrate that their consultant(s) or employee(s) shall have the skills necessary to meet the objectives of this project by listing skills, industry certifications, general educational background, and knowledge set based on prior experience.

**12. Project Management for Transition:**

The Contractor(s) shall align their project management approach with the project's inherent complexity so the desired results can be achieved. The Contractor(s) shall provide project management in accordance with its accepted proposal. Project management controls shall be proposed that are consistent with minimizing the project's risks and inefficiencies which would negatively impact the RFP's objectives. Management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. Both City and the Contractor(s) shall be responsible for working in a cooperative manner to meet the targeted timelines defined in the implementation plan. City and the Contractor(s) shall mutually agree upon any changes to the schedule. City reserves the right to conduct any test/inspection that shall deem advisable to ensure installation/services, as appropriate, conform to specifications. Any tasks which are the primary responsibility of City shall be clearly defined and identified.

The City shall approve the selection and/or replacement of the Contractor(s) Project Manager. The Contractor(s) shall provide their Project Manager's resume for the City to review, including the qualifications of the proposed Project Manager, and explain why this is a good match. The Contractor(s) proposed Project Manager shall have a minimum five (5) years of experience in a Project Manager role in implementing similar projects. A Project Management Professional (PMP), as defined by the Project Management Institute or equivalent organization, is preferred. City is responsible for assigning the City Project Manager.

**13. Litigation – Related Testimony:**

- a. If requested as a part of litigation, the Contractor(s) shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Contractor(s) shall make available qualified personnel to provide expert testimony as requested or subpoenaed.
- b. The Contractor(s) shall ensure that its personnel responds timely and/or appears as stipulated in the request and/or subpoenas.
- c. The Contractor(s) shall supply, in format and number requested by the City, a record of offender movements during specified time frames for investigative or judicial

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purposes. The format shall include, but not be limited to, USB drive, screen shots, supporting narrative, etc.

- d. All costs for Litigation Related Testimony shall be included in the prices offered; however, reimbursement can be sought through individual jurisdictions when available.

#### 14. Advertising/Promotions:

The Contractor(s) shall not issue news releases, advertisements or news articles, or any other information of any kind related to its contract with the City, including but not limited to statistical data, offender information or programs, without prior written approval from the City.

#### 15. Provision of Database and Contract End:

If requested by the City, upon the expiration date of the contract resulting from this RFP (or termination by any other method), the Contractor(s) shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Contractor(s) shall provide a read-only licenses for the City's use for a period of seven (7) years. If any data stored is in a proprietary format, Contractor(s) shall provide a means for translating it to a standard in the public domain.

#### 4. **PRODUCT SPECIFICATIONS:**

##### 1. Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS) Category:

- a. Device shall be waterproof to at least fifteen (15) feet, durable, shock-resistant, washable and shall comply with FCC regulations.
- b. The unit shall have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it shall send a unique tamper signal to the central host system to alert staff of a violation.
- c. Device straps should be replaceable in the field and require minimal training for City staff.
- d. The unit shall include motion detection.
- e. City staff shall be able to communicate with the offender through a minimum of one (1) way communication. The contractor's software shall provide City staff the ability to send messages on command.
- f. The unit shall provide a feature for the offender to acknowledge the one (1) way communication.
- g. The unit shall be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
- h. The unit shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
- i. The transmitter shall emit a signal at a frequency which is not commercially interruptible at least once every thirty (30) seconds.
- j. The unit shall have batteries which are easily charged by offender or shall plug into standard residential power sources. Charging system shall be lightweight and accommodate 110V power supplies. Charging system shall include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.
- k. The unit shall not unduly restrict the offender's day to day activities.
- l. At a minimum, the unit shall detect, record, and alert City staff for the following events: low battery, battery charging, lost GPS coverage, zone violation, curfew

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violation, communication loss, and equipment tamper.

- m. Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.

2. Radio Frequency/RF Category:

- a. Transmitter: The Contractor(s) shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:

- i. The device shall be small, lightweight, and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.
- ii. The device shall be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.
- iii. Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.
- iv. The device shall be shock resistant, water and moisture proof up to at least fifteen (15) feet, and function reliably under normal atmosphere and human environment conditions. Device shall also conform to all FCC regulations.
- v. The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the presence/absence of the participant within an adjustable range of a minimum of fifty (50) feet of the receiver.
- vi. The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.
- vii. The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of approximately six (6) months.

- b. Receiver: The Contractor(s) shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:

- i. The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back up power for a period of more than twenty-four (24) hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.
- ii. The receiver shall be capable of full communications to the Contractor(s) central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.
- iii. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver to report events and alerts to the Contractor(s) central monitoring computer.
- iv. The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.
- v. The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.
- vi. The receiver shall contain an internal clock and sufficient memory to store a time stamp of all events and activities, that happen per day, that shall occur for at least the next five (5) days, in the event the



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communications link with the central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum of twenty-four (24) hours and events can be stored for up to a minimum of 10 (ten) days.

- vii. The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer.
  - a. Arrival of transmitter within the range of the receiver;
  - b. Departure of transmitter out of range of the receiver after a preset programmable time interval;
  - c. Tampering and/or removal of the transmitter from the participant;
  - d. An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter;
  - e. Loss and/or restoration of the home's commercial power;
  - f. Loss and/or restoration of the communication service (the disconnection event shall be sent as soon as the communications service is restored);
  - g. Low battery condition of transmitter and/or receiver;
  - h. Tampering of receiver;
  - i. Motion detection cellular devices.
- viii. The receiver shall be capable of seizing a telephone line when not in use. It shall not seize a line in use, but instead, shall deliver a courtesy signal as a yield warning to any person using the line. It shall then seize the line after the person hangs up.
- ix. The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.
- x. Electrical surge protectors shall be built-in or provided for connecting power and communication lines.
- xi. The receiver shall be capable of being installed and made operational by an officer or offender following the written instructions provided by the Contractor(s)/officer.

#### 3. Video and/or Voice Tracking/Verification and Message Reporting System Category:

##### a. Base Requirements:

- i. The system shall work by comparing an offender's voice during a verification call to a "voiceprint," or digitized representation of the offender's voice obtained during enrollment.
- ii. The system shall allow total voice enrollment, including voiceprint, in less than five (5) minutes.
- iii. The system shall have the ability to identify the offender's presence at prescribed locations.
- iv. City staff shall be able to listen to recordings of voice verification calls over the Internet.
- v. The system shall have the ability to place outbound calls and receive inbound calls.
- vi. Call schedules and alert notification options shall be customizable on a case-by-case basis.
- vii. The system shall have the ability to individually set the number of acceptable failures before an alert is generated.
- viii. The system shall have such hardware and software security features as necessary to be tamper resistant.
- ix. If the system requires the City to manage outbound calling schedules, it

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shall allow access only by authorized personnel with remote access via the Internet and/or via toll-free dial-in.

- x. If the system makes outbound calls to offender locations, the system shall be able to set the range of minutes between retry calls (after busy signal or no answer) and the maximum number of attempts to verify within a verification call.
  - xi. The system shall be able to allow City staff to view and print the summary and analytical reports as needed to alert supervising Officers and/or City staff.
  - xii. The system shall be able to record and print the name of the offender and the date and time of the violation.
  - xiii. The system shall demonstrate a high degree of accuracy. The method of validation and percentage of accuracy shall be explained and quantified.
- b. Message/Day Reporting System: The Contractor(s) system shall meet the following requirements:
- i. Shall have call in for questions/responses.
  - ii. Shall have call in format flexibility to include multiple question format based on City needs.
  - iii. Shall have the ability to call in from predetermined/designated locations.
  - iv. Shall have the ability to notify City personnel of any change or violation through email, pager, or text messaging.
  - v. Shall allow instant audible voice verification replay sessions via the internet.
4. Alcohol Monitoring: For all equipment types, the Contractor(s) system shall meet the following requirements:
- a. Shall identify the offender's presence at certain prescribed locations.
  - b. Handheld devices shall work by comparing an offender's voice to a voiceprint, digitized representation of the offender's voice and/or facial recognition.
  - c. Shall allow placement of outbound calls and/or receiving of inbound calls.
  - d. Shall have call schedules and alert notification options that are variable by offender case.
  - e. Shall individually set the number of acceptable failures before an alert is generated.
  - f. Shall allow alert notifications through email or text messaging.
  - g. Shall have such hardware and software security features as necessary to be tamper resistant.
  - h. Shall allow online access to offender compliance history.
  - i. Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.
  - j. Shall allow an officer or other designee to view and print summary reports as needed.
  - k. Shall allow recording and printing the name of offenders and date and time of violation.
  - l. Shall demonstrate high degree of accuracy. Method of validation and percentage of accuracy shall be explained and quantified as part of the technical proposal.
  - m. The unit shall measure Breath Alcohol Content (BrAC) by using a detection technology.
  - n. The unit shall measure BrAC by collecting deep lung samples.
  - o. As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit shall be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.



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- p. The unit shall have a battery-operated backup.
- q. The battery shall power the unit for a minimum of twelve (12) hours and retain an ability to continue prescheduled tests.
- r. The unit shall use a secure process that prevents enrollment except by authorized individuals.
- s. The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.
- t. The unit will be able to continue to administer breath tests in the absence of phone service.
- u. The Contractor(s) central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.
- v. The unit shall measure the presence of alcohol only. The Device shall not respond to natural gas or acetone.
- w. The unit will use verification to correctly identify the offender.
- x. The unit will allow tests to be administered in a variety of methods:
  - i. Random, computer generated as specified by the City. Allowing for an unlimited number of test periods and tests.
  - ii. At City designated locations or in the offender's home by authorized City staff. After the test, within thirty (30) seconds the BrAC level should be displayed on the City operated hand held device.
  - iii. "On-demand" by the City.
- y. The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The "erroneous" sample might be from a mechanical apparatus or accomplice.
- z. The unit will have tamper technology that is accurate and non-intrusive.
- aa. The Contractor(s) shall have monitoring software that is accessible through the internet and shall provide a description of its capabilities.

#### **5. Transdermal Specific Requirements:**

- a. The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.
- b. The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.
- c. The System shall provide twenty-four (24) hour monitoring of alcohol concentration through the skin.
- d. The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.
- e. External power and phone cords for the unit shall be field replaceable.
- f. The unit will be compatible with the Contractor(S) Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.
- g. The transmitter shall automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
- h. The transmitter shall take an alcohol sample a minimum of once every thirty (30) minutes or as determined by the City.
- i. The unit shall connect to the telephone network with a standard RJ11-C jack or through cellular communication. A telephone cord and modular plug shall be provided with the unit at no additional cost to the City. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the Contractor(s) central monitoring computer.
- j. The transmitter shall comply with FCC regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.

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- k. When a low-battery event occurs, the system shall generate a low-battery alert that gives City staff at least five (5) days to replace the battery before it becomes exhausted.
- l. The transmitter straps and battery shall be replaceable in the field and require minimal training for City staff.
- m. The transmitter shall be able to distinguish between ingested alcohol and environmental alcohol.
- n. The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.
- o. At a minimum, the transmitter shall detect, record, and alert City staff for the following: low battery, unit shall be returned for recalibration, alcohol event, equipment tamper, and curfew violation (if paired with an optional receiver).
- p. The transmitter shall be able to pair to a receiver to report monitoring data to the Contractor(s) central monitoring computer system.
- q. The transmitter shall emit a signal to the receiver at least once every thirty (30) seconds continually, during the operating life of the transmitter's battery.
- r. RF signals from the transmitter to the receiver should have a range of up to one-hundred and fifty (150) feet.
- s. RF signals from the transmitter to the receiver should be on a noncommercial frequency.
- t. Contractor(s) shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the City. The RF service shall be available in land line and cell variants.

6. Supplemental Support Services:

The agency requires administrative, technical, and data management services. Based out of the offeror's twenty-four (24) hours a day, seven (7) days a week monitoring center, the agency requires bi-lingual services aimed at helping officers keep clients accountable. The goal of these services is to relieve officers of clerical and administrative tasks to allow agency personnel to maximize time spent with clients.

All data that is generated, modified, or updated through these supplemental support services must be accessible via phone, email, or tablet.

a. Automated Check-In:

- i. The Contractor(s) must provide an automated self-reporting solution that requires clients to call into an Interactive Voice Response (IVR) system.
- ii. Clients must be able to call the system as required to provide daily, weekly, or monthly check-ins.
- iii. The system must be able to verify information for each caller through a series of questions (e.g. "have you had any changes in employment?").
- iv. If there are changes or exceptions to the expected responses, the client must be routed to a live member of the offeror's monitoring center. Contractor(s) staff must update information in the system in real time.
- v. The system must provide automated notifications and reminders to clients.
- vi. The system must have the capability for officers and clients to leave and receive messages from one another.
- vii. The system must provide real-time officer notifications for any noncompliant activity.
- viii. The agency must be able to customize the questions asked by the IVR

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system.

- b. Documenting Officer Contact with Clients:
    - i. The Contractor(s) must provide data entry service for officers to record case notes while in the field.
    - ii. The Contractor(s) must provide highly trained staff to transcribe officer notes based on interactions with clients. These services must be provided on a twenty-four (24) hours a day, seven (7) days a week basis.
    - iii. All documentation of case notes must be date and time stamped within the software. These notes should be easily reviewed by authorized staff.
  - c. Alert Management Activities:
    - i. The Contractor(s) monitoring center must accept client calls to verify that clients are adhering to agency-mandated schedules.
    - ii. Clients will call the Contractor(s) monitoring center to verify, schedule, or amend appointments for job interviews, work, school, or doctor visits.
    - iii. The system must enable officers to approve or deny requests by phone or via offeror software.
    - iv. The Contractor(s) monitoring center must conduct initial outbound calls on all EM alerts, placed by persons physically present in the monitoring center. This must occur prior to dispatching alert information to the officer.
    - v. These initial calls should troubleshoot equipment issues or to locate a missing monitored individual.
    - vi. If unsuccessful, the alert must be escalated to the supervising officer for additional action in real time.
  - d. Processing Warrants:
    - i. The Contractor(s) must provide warrant processing services to expand the agency's after-hour coverage.
    - ii. When a client misses a scheduled check-in or is considered absconded, the Contractor must accept calls from officers to process a warrant for the client's arrest.
    - iii. The Contractor must process fingerprint and name matches in the National Crime Information Center (NCIC) database.
  - e. Fee Processing:
    - i. The Contractor(s) must provide fee management services that include client fee collection and processing, for both court-ordered or supervision fees, either electronically or manually.
    - ii. The system must have the ability to configure fee reminders for each individual through an automated notification system.
    - iii. The system must utilize a notification system that alerts clients when payments are due or late.
    - iv. Clients should have the option to pay fees via remittance envelopes or credit card through the offeror's twenty-four (24) hour monitoring center.
7. Smartphone Application:  
 The Contractor(s) must provide a client-facing smartphone application that provides supervision tools for agency personnel and client tools for accessing community resources.
- a. Application Features:
    - i. The mobile application must be highly secure and use password protection and other security features.
    - ii. The application must provide a mobile reporting platform to help increase client accountability while in the community.
    - iii. The mobile application must be customizable based on agency

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- preferences and client risks and needs.
- iv. The data generated, collected, and reported via the mobile application must be accessible within the Contractor(s) electronic monitoring software.
  - v. The mobile application must be available in both English and Spanish.
- b. Supervision Tools:
- i. Check-In:
    - a. The mobile application must biometrically verify client identity and location through fixed or randomly scheduled check-ins.
    - b. The mobile application should offer multiple options for biometrically identifying clients, including facial and voice biometric technology.
    - c. Agency personnel must be able to confirm that clients are compliant with location and curfew through the mobile application.
    - d. The mobile application must collect a GPS point during client check-in to confirm the location of the client.
    - e. The mobile application must be able to process the GPS point collected during a client check-in against the address of a required location at a specific time.
  - ii. Self-Report:
    - a. The mobile application must provide a means for clients to report significant life events (such as address changes, employment updates, program violations, arrests, and contact with law enforcement).
    - b. The mobile application must complete a biometric check-in, complete with GPS point collection, upon completion of the self-report activity.
    - c. The mobile application must allow agencies to create their own questions to be asked to a client.
  - iii. Calendar:
    - a. The application must allow officers to create calendar events of upcoming appointments, such as court dates, officer meetings, and counseling sessions.
    - b. The mobile application must automatically send the client reminders of scheduled events.
    - c. The calendar and appointment reminder features must be flexible and easily customized by the officer.
    - d. The mobile application must provide officers with the option to link biometric check-ins to calendar events to verify attendance at required activities.
    - e. The mobile application must provide officers with the option to require that a client acknowledges an upcoming appointment on their calendar.
  - iv. Messaging:
    - a. The application must contain a messaging feature that allows two (2) way communication between officers and clients.
    - b. All messages must contain a date and time stamp associated with each communication. The content of the messages and associated time and date stamp must be easily retrieved and reviewed within the Contractor(s) electronic monitoring software.

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- c. All messages must contain delivery and read receipt information.
  - v. Documentation:
    - a. The mobile application must allow clients to upload documents, such as employment and court information, into the Contractor(s) electronic monitoring software. These documents must be captured as photographs that can be easily reviewed by agency staff.
  - vi. Client Tools:
    - a. The mobile application should list agency-approved service providers for housing, medical, employment, and other essential services.
    - b. Listed resources within the application should contain contact information of service providers.
    - c. Clients must be able to directly call service providers from within the mobile application.
    - d. The mobile application must include access to a Contractor(s) dedicated twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year call center.
    - e. Clients must be able to retrieve and review conditions of supervision at any time from within the mobile application.
- 8. Data Analytics Software:
  - a. Contractor(s) must provide advanced data analytics software that is fully integrated with proposed electronic monitoring software. This analytical analysis feature should be designed to evaluate trends in client behavior and calculate potential risk.
  - b. The Contractor(s) must provide analysis tools that promote officer work efficiency by providing agency supervisors and leadership with performance metrics. The analysis should provide key metrics correlated with officer productivity based on alert actions.
    - i. Analyzing Alert Actions:
      - a. The agency requires analysis that supports supervisors with monitoring officer efficiencies in managing and responding to alerts.
      - b. The Contractor(s) software must provide consolidated alert closure information, including: the number of alerts by officer within a specific period; categories of alerts and associated resolution times; and average time of alert resolution.
      - c. The Contractor(s) software must provide a graphical display that details outliers of alert trends.
      - d. The Contractor(s) software must be capable of providing consolidated alert closure information that includes: the number of alerts closed by type; the average alert closure time; and an analysis of the five (5) most frequently generated alerts.
  - c. The Contractor(s) must provide analysis tools that support officer efficiencies in managing electronic monitoring data and large caseloads. The software should analyze historical and recent data to provide officers with information about client risk patterns, identify high-risk clients, and prioritize alert management.
  - d. The software should display the results of client data analysis in a visual format. This visual representation should enable officers to manage higher risk clients at-a-glance.

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- e. The software should display a list of clients by officer caseload that are ranked by priority of risk level.
    - i. Comparing and Analyzing Alerts:
      - a. The software should display monitored clients for a specific officer and be able to categorize alert information based on established time periods.
      - b. The software should easily identify clients that generate a high number of alerts.
    - ii. Analyzing Frequently Visited Locations:
      - a. The Contractor(s) software should provide information on the areas and time frames that clients frequently visit or “stop.” This information is critical to determining potential hot spots of undesired activity.
      - b. The Contractor(s) software should automatically aggregate data to provide trends in offender behavior and determine high risk locations.
    - iii. Analyzing Areas of Interest:
      - a. The Contractor(s) software should provide the ability for officers to search for clients that were in proximity of a specific address at a certain time. This feature is critical to assisting officers with determining which clients were in close proximity to a crime scene, victim, or exclusion zone.
      - b. The Contractor(s) software should display all monitored clients that were in a certain area at a predetermined time on a map.
    - iv. Creating Zones Based on Risk Data:
      - a. The Contractor(s) software should contain addresses of locations that are considered high-risk. This information should be updated at least quarterly.
      - b. The Contractor(s) software should leverage these known risk locations to increase efficiency with exclusion zone creation.
    - v. Identifying Absconder Behavior:
      - a. The Contractor(s) software must generate a historical report that details areas where clients frequently stop for a specified timeframe. The Contractor(s) software must analyze this historical information to identify where the client frequently visits—enabling officers to prioritize enforcement activities when clients have absconded.
      - b. The analysis should detail the locations of family, friends, employers, and other locations and the amount of time spent at each location.
9. Online Monitoring Software:  
 Software should be provided as one interface from which to manage an entire caseload, and support all products within this RFP, to include all variations of radio frequency, GPS, and alcohol monitoring equipment. Software should be available twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year from any web-enabled computer, smartphone, or tablet. Software, and the associated server/hardware system should be geographically redundant, and both the primary and backup servers located within the United States of America.

- a. Accessibility:
  - i. Contractor(s) should provide software that can be accessed twenty-four



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- (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year from any device.
- ii. Contractor(s) should not use third-party software or make plug-ins required.
- iii. Contractor(s) should be required to have software web interface on one (1) platform, be user friendly and easy to use.
- b. Reporting:
  - i. Contractor(s) should be able to enroll and inactivate clients from software in an efficient manner, with ease.
  - ii. Agency should require software that can view and process alerts, view, enter and modify data including zones, schedules, and client demographics, enter violation procedures, customize violation notifications, and pair alerts.
  - iii. Agency should require software that is capable of assigning multiple equipment and application types to a single individual.
  - iv. Agency should, at a minimum, require software to have functionality to create Standard and custom reports, have the ability to export to Word, Excel or PDF, and schedule one (1) time or recurring reports.
  - v. Contractor(s) software should automatically dispatch a notification of a violation to one (1) or more designated personnel. Notifications shall be sent via phone, fax, email, page, text message, as designated by the agency with options for immediate, business hours, after hours or agency recognized holidays, next day, or next business day notification.
  - vi. The software shall differentiate GPS points when a violation has occurred.
  - vii. Agency should require that software allow officers with GPS caseloads to create circular, rectangular, and polygon shaped zones, that can be easily modified as necessary.
  - viii. Agency should require that the software allow officers to find a GPS client's location in near real time.
  - ix. Contractor(s) software should have the capability to actively, in near real time, pursue a GPS client as necessary by the Agency.
  - x. Contractor(s) software should have the capability to modify a device's setup and configurations by individual client, officer caseload, and for the entire agency.
  - xi. Contractor(s) software should be able to have the ability to send messages on command.
- c. Advanced Mapping Capabilities:
  - i. Agency should require that software allows officers with GPS caseloads to have access to sophisticated mapping technologies that are integrated with the software.
  - ii. Contractor(s) should be required to use Google Maps™ mapping service to build zones and review client information from software.
  - iii. Contractor(s) software should utilize Google Maps in order to be viewed in 2-D or 3-D and provide road, aerial, and bird's eye views of GPS points.
- d. Agency Level Access:
  - i. Contractor(s) should incorporate several features that support agency level efficiency.
  - ii. Contractor(s) software should be required to incorporate inventory management and allow agency to view inventory data across multiple sub agencies and easily transfer equipment between them.

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- iii. Contractor(s) software should allow agencies to create zones and permissions at the agency level, rather than building them individually for each client.

- 5. **DELIVERY:** All items must be delivered to the following address:

City of Mesa Court  
250 E 1<sup>st</sup> Avenue  
Mesa, AZ 85210



## **EXHIBIT B**

### **PRICING**

As one of the most trusted providers of electronic monitoring technologies and services, BI is uniquely positioned to offer the City of Mesa and OMNIA Partners a comprehensive, low-risk, high-value solution.

This *Cost Proposal* contains our proposed pricing for the agency's electronic monitoring program and OMNIA Partners *Master Agreement*. BI's *Cost Proposal* is aligned with RFP requirements and provides several cost models.

#### **Experienced Provider**

*To provide the best equipment and services, BI has leveraged our extensive history supporting the City of Mesa, OMNIA Partners, and our experience operating electronic monitoring programs of similar size and scope to develop the costs described within this response.*

#### **City of Mesa: Pricing Approach**

BI appreciates the leadership and effort by the City of Mesa to issue this RFP that includes a partnership as a lead agency to a national cooperative procurement with OMNIA Partners. This leadership provides significant benefits to agencies across the country—the City of Mesa supports these public agencies by offering a full continuum of services at competitive pricing from a vendor evaluated and chosen by the City of Mesa. BI understands and respects the importance and serious responsibility of the City of Mesa to manage this most critical procurement—one that is so closely aligned with the community safety missions of our public sector partners.

BI understands these needs from decades of experience supporting Arizona communities and public safety initiatives across the nation. While every community supervision program inherently carries risk, BI is a trusted and tenured provider familiar with mitigating these risks. Solely dedicated to supporting the missions of community supervision programs, we take pride in providing responsible cost solutions for our products and services. BI remains committed to providing community correction agencies with tools to enhance safety, promote rehabilitation, and support offender accountability. Given the scope of work and national opportunity, we are pleased to offer the City of Mesa the best overall, comprehensive pricing model BI has ever proposed.

#### **Best Value Solution**

Historically, BI has never been the lowest cost vendor in our industry. At the same time, we have worked hard to earn a track record of success that is unmatched by others—BI maintains our customers and we are awarded new contracts each year, while still being competitive and sensitive to costs. BI will operate ethically, responsibly, and never compromise our core values just to win business. As the leader in this industry with the largest market share in the United States, we are proud of our reputation and continue to work hard to earn the trust of the agencies we serve.

BI has observed a trend where other vendors have been offering all-time-low prices for electronic monitoring services during the pandemic in an attempt to recover investment losses and improve market share. Being a wholly-owned subsidiary of The GEO Group, we are a public safety company with financial stability. We also know that as other market players continue to drop pricing to gain favor, we must find creative ways to compete, while not compromising our known reputation for quality. BI understands that during the last two years, government budgets have been impacted by the pandemic and are more cost conscious overall. To stay relevant to the needs of our customers and find a way to compete for the agencies we serve, we are pleased to provide a pricing model that will secure existing business and ideally position us for success as well, starting with the City of Mesa. We are still not the lowest cost vendor, but our value added comprehensive solutions are incredibly competitive for the needs of today and tomorrow.



## **EXHIBIT B**

### **PRICING**

BI's pricing includes all costs, from all categories, provided in a usage day format. A summary of our solutions for each required category includes:

- Active, Passive, Hybrid GPS Tracking: BI LOC8 XT, LOC8, and ExacuTrack One
- RF Curfew Monitoring: BI HomeGuard 20/20, HomeGuard 200/206, and GroupGuard
- Voice Tracking and Verification: BI VoiceID
- Alcohol Monitoring: BI SL3, SL2, and Sobriotor
  - Transdermal Alcohol Monitoring: BI TAD paired with the HomeBase or HomeGuard 20/20
- Supplemental Support Services: BI Agency Assist
- Smartphone Application: BI SmartLINK (offender application) and TotalAccess Mobile (officer application), BI Mobile
- Data Analytics Software: BI Analytics Suite
- Online Monitoring Software: BI TotalAccess
- Related Products, Services and Solutions: drug and alcohol testing, Day Reporting Centers, field services, and victim alert devices

#### **GPS Service Levels**

The agency will have the ability to set the supervision level for all clients monitored through our GPS solution, which is configurable through TotalAccess. BI offers thousands of unique service levels that can be selected by authorized agency personnel. Examples of commonly used GPS active, passive, and hybrid service levels are summarized below.

<b>Table 74. GPS Service Levels</b>					
<b>Type</b>	<b>Service Level Variable</b>				
	<i>GPS Collection</i>	<i>Data Reporting<sup>1</sup></i>	<i>Wi-Fi Tracking<sup>2</sup></i>	<i>Cellular Tracking<sup>3</sup></i>	<i>Zone Crossing<sup>4</sup></i>
<b>Active Option 1</b>	One point per minute	Once every 30 minutes	Scans AP every five minutes	Every 30 minutes	Included
<b>Active Option 2</b>	One point per minute	Once every 30 minutes	Scans AP every five minutes	None	Included
<b>Hybrid Option 1</b>	One point per minute	Once every four hours	Scans AP every five minutes	None	Included
<b>Passive Option 1</b>	One point per minute	Once every 12 hours	Scans AP every five minutes	None	Included
<b>Passive Option 2</b>	One point per minute	Once every 12 hours	Scans AP every five minutes	None	None

#### **Service Plan Notes:**

- <sup>1</sup> Data Reporting—device will report all noncompliant activities (zone infractions, tamper attempts) upon occurrence, regardless of reporting frequency



**EXHIBIT B**  
**PRICING**

- <sup>2</sup> Wi-Fi Tracking—available only with LOC8 and LOC8 XT device, unit will attempt a location fix in the absence of GPS signals
- <sup>3</sup> Cellular Tracking—the device will attempt a location fix via Cellular technology in the absence of GPS
- <sup>4</sup> Zone Crossing—the device will automatically increase its tracking intensity when an offender commits a zone violation; during this time, the unit collects a location point every 15 seconds and reports the collected data to the monitoring system every minute

Authorized agency personnel can adjust active, passive or hybrid reporting modes through TotalAccess without needing to physically interact with equipment.

**4.1.1 Pricing Structure and Service Levels**

*This pricing structure is to assume all entry and installation is conducted by City personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.*

BI approached and developed an innovative price offering for the City of Mesa and OMNIA Partners based on more than a decade of direct experience supporting the expansion and evolution of the *Master Agreement*. We believe our pricing model offers the City and programs across the nation the opportunity to increase the effective monitoring of all clients under the agency’s supervision while maintaining the highest level of public safety.

BI is providing the City of Mesa with the latest technologies, services, and solutions at a **20% cost savings for active GPS and a 5% cost savings for passive GPS from your current rates**, with technology that exceeds the requirements of this RFP. The new rates and associated cost savings are summarized below.

Table 75. City of Mesa Cost Savings				
Type	Item	Current Rates	New Rates	% Cost Savings

The following table summarizes our costs for the City of Mesa, assuming the agency completes all entry and installation. This pricing structure mirrors current equipment usage levels active within the City of Mesa. In addition, the table below details the new rates for the City of Mesa based on the agency’s current program using GPS technology. We have arrived at these costs by selecting the corresponding tier and lost and damaged equipment allowance described within the *Tiered National Pricing Table*. Should the City’s electronic monitoring program expand in the ensuing contract term, the agency can simply select the new technology or per usage day tiers associated with the expansion.

This new rate includes the mandatory requirements of 30% spares and unlimited lost and damaged coverage. BI further illustrates how these rates are calculated using our simple, comprehensive pricing model (see *Proposal Section 4.1.3* within this Tab); this section of our response provides the *Tiered National Pricing Model* that can be used by agencies, on a national basis, to obtain the same rates and benefits procured by the City of Mesa as the lead agency. The following table demonstrates how BI calculated this \$3.05 rate—this approach will be consistent for all other proposed technologies in the *Tiered National Pricing Model*.

**EXHIBIT B**  
**PRICING**

**Table 76. City of Mesa Pricing: Agency-Performed Installs and Entry**

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As the City's program expands and evolves during the next contract term, BI will apply all national level, tiered pricing to the City's contract.

**4.1.2 Cost Proposal for Monitoring, Installation, and Deactivation**

*This pricing structure is to assume all entry and installation is conducted by Contractor personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.*

BI's pricing structure provides comprehensive costs for installation services performed by BI personnel. Please refer to the *Tiered National Pricing* table (see *Proposal Section 4.1.3* within this Tab) for all proposed costs associated with contractor personnel assuming responsibility for entry and installation. This flexible pricing model is based on BI's best practices—our pricing is tiered, the larger the population the lower the cost. In addition, the prices of BI's in-field installation services are directly proportional to labor costs. Our flexible model provides proportional costs if a service is performed in the offender's residence or at an agency location; similarly, our costs vary based on the length the offender is enrolled in the program.

Similar to *Proposal Section 4.1.1* above, our pricing model for installation costs is taken directly from the *Tiered National Pricing Table* and is summarized below.

**Table 77. City of Mesa Cost Savings with Installations**

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**Example Cost Model**

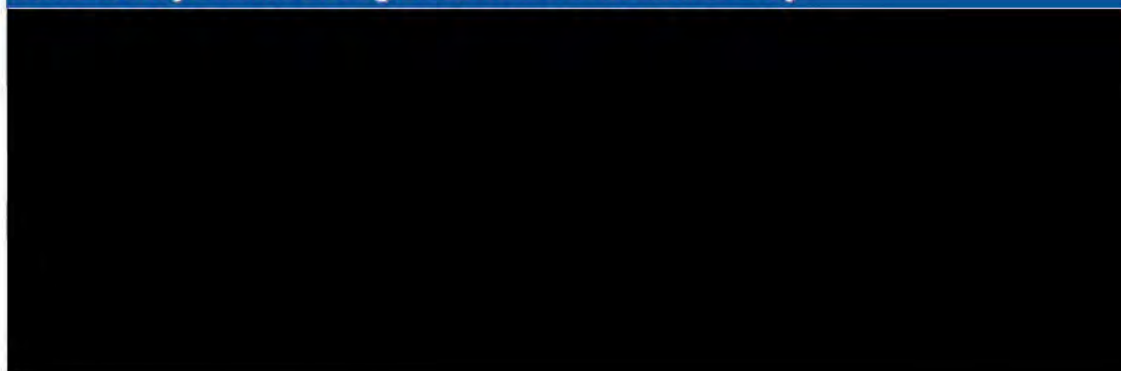
Using the prices in the *Tiered National Pricing* table, the City of Mesa simply selects the appropriate line items associated with the agency's needs. In this scenario, the City would require installation services at agency locations, and the offenders would be enrolled in the program for less than fifty days on average.



## **EXHIBIT B**

### **PRICING**

**Table 78. City of Mesa Pricing: BI-Performed Installs and Entry**



#### **4.1.3 Tiered National Pricing**

*Contractor is to propose pricing using your applicable (quantity) thresholds for all items in 1 and 2 above. Pricing should be structured in as flexible a manner as possible to allow for the different configurations of many public agencies with diverse needs. Arizona pricing shall correspond with the discount structure proposed nationally. Failure to have pricing correspond may be cause for rejection of your offer.*

This portion of BI's *Pricing Forms* includes our tiered, quantity threshold pricing for all proposed technologies and services described within this proposal. With the goal of providing OMNIA Partners the most flexible pricing possible, our approach includes customizable, yet simplified pricing options to support the unique requirements of public agencies operating community supervision programs. BI confirms that these national prices correspond with the discount structure used in our City of Mesa-specific pricing.

For each type of monitoring technology proposed, or *Tiered National Pricing* includes:

- All equipment components, including batteries, chargers, straps, and optional RF curfew monitoring beacon
- 30% spare equipment allowance
- 0% lost and damaged equipment allowance, with optional provisions for additional lost and damaged allowances
- BI's central monitoring computer system, including our secure facility with multiple redundancies, backup power supplies, information security measures, and multiple network protections
- BI's TotalAccess software and TotalAccess Mobile for officers and authorized personnel
  - Automated, near immediate notification of program violations, for example, tamper attempts and Exclusion Zone events
  - Detailed and consolidated reporting capabilities
  - Single interface for all BI technologies
  - Up-to-date maps that accurately display historical and near real time location data
  - Advanced data analytics engine
  - Web services that integrate TotalAccess with City and agency systems
- Responsive account management support from BI's experienced team, many of which have more than a decade of experience supporting OMNIA Partners
- 24/7/365 customer and technical support through live Monitoring Specialists in BI's Monitoring Operations center

**Proposed Daily Rates**

#	Item	Tier	Rental Cost	Monitoring Cost	Total per usage day, per client
B. Radio Frequency Tracking: all daily rates include a 30% spare allowance and 0% lost and damaged allowance					
C. Voice Tracking/Verification					
D. Alcohol Monitoring: all daily rates include a 30% spare allowance and 0% lost and damaged allowance					

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**EXHIBIT B**  
**PRICING**

Table 79. National Tiered Pricing					
#	Item	Tier	Rental Cost	Monitoring Cost	Total per usage day, per client
Provided at Offender's Home (Not To Exceed Amount) Subject to agency approval, BI reserves the right to modify these labor rates to include an annual cost-of-living adjustment					
Other Related Services					
J. Additional Spare Allowances: Unlimited					
K. Additional Lost and Damaged Equipment Allowances: for all products except mobile devices					





## EXHIBIT B

### PRICING

**Table 79. National Tiered Pricing**

#	Item	Tier	Rental Cost	Monitoring Cost	Total per usage day, per client
	<b>Data Analytics: N/A: not a hardware solution</b>				
	<b>Online Monitoring Software: N/A: not a hardware solution</b>				
	<b>N. Purchased Equipment Maintenance Costs: cost per year after 12-month warranty period</b>				
	<b>All Active, Passive, Hybrid GPS: LOC8, LOC8 XT, ExacuTrack One</b>				
	<b>Radio Frequency: HomeGuard 20/20, 206, 200, GroupGuard</b>				
	<b>Alcohol Monitoring</b>				

## 4.2 Additional Charges

*A list of any and all additional charges not specifically listed on the Pricing Form.*

BI's *National Tiered Pricing* is inclusive of all costs associated with our electronic monitoring products.

## 4.3 Other Pricing Details

*Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.*

BI provides discounts for volume orders as is detailed in our *National Tiered Pricing* model. This approach allows BI to provide the lowest possible price to small agencies without compromising services. We do

not have a minimum order quantity—BI designed our *National Tiered Pricing Model* to accommodate electronic monitoring programs of all scopes and sizes.

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent, will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing the necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.



## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
  - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
  - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity, and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

#### 10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

- insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*), and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial processes.
- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event, the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other methods that tracks the delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court-ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court-ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing, or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or City offices, as determined by the City.
14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

#### **16. DEFAULT.**

- a. A party will be in default of the Agreement if that party:
  - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
  - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
  - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or an illegal manner; or
  - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give written assurance of its intent and ability to perform. In the event, demand is made, and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

#### **17. REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- d. Neither party will be liable for incidental, special, or consequential damages.



## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINTS.** The City is a governmental agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days before the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
  - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
  - b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workmanlike and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.  
  
Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Except as otherwise set forth in Exhibit B Pricing, Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement, and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City's real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other items (s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided, however, under no circumstances will delay caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts, and government agencies in the State of Arizona with the approval of Contractor. Such usage by other entities must be in accordance with the statutes, codes, ordinances, charter, and/or procurement rules and regulations of the respective government agency. This contract is also available to other public agencies registered with OMNIA Partners.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact

## **EXHIBIT C**

### **MESA STANDARD TERMS AND CONDITIONS**

with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, the receipt will be deemed effective upon delivery. If sent via certified or registered mail, the receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, the receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising before the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards (“PCI DSS”) and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City’s and/or any customer’s credit card data in its possession, even if all or a portion of the services to the City are subcontracted to third parties.



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

#### **FEDERAL CERTIFICATIONS**

##### **ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

#### **TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

#### **DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity.

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version October 19, 2021



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

#### **52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

**(b) Prohibition.**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) **Procedures.** The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) **Representation.** The Offeror represents that—

(1) It ☐ will, or will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, or does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) **Disclosures.**

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

#### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

**(b) Prohibition:**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

**(c) Exceptions.** This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

**(d) Reporting requirement.**

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**(e) Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party

Does offeror agree? YES DC Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES DC Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES DC Initials of Authorized Representative of offeror



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals



## **EXHIBIT D**

### **FEDERAL FUND CERTIFICATIONS**

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DC Initials of Authorized Representative of offeror

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**EXHIBIT D**  
**FEDERAL FUND CERTIFICATIONS**

Does offeror agree? YES DC Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DC Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:  
BI Incorporated

Address, City, State, and Zip Code:  
6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301

Phone Number: 303.218.1000 Fax Number:  
303.218.1461

Printed Name and Title of Authorized Representative:  
Danna Coapland, Vice President, Finance

Email Address:  
bidsvcs@bi.com

Signature of Authorized Representative: Danna Coapland Date: March 30, 2022



**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** BI Incorporated

**Organization Address:** 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
The Geo Group, Inc	4955 Technology Way, Boca Raton, FL 33431



## **EXHIBIT E**

### **NEW JERSEY BUSINESS COMPLIANCE**

#### **Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

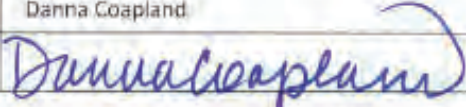
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
The Vanguard Group, Inc	100 Vanguard Boulevard V26, Malvern, PA 19355
BlackRock, Inc.	55 East 52nd Street, New York, NY 10055-0003

#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Danna Coapland	Title:	Vice President, Finance
Signature:		Date:	3/30/2022

**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
<b>Reference: VII-H</b>	
<b>Name of Form:</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>Statutory Reference:</b>	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
<b>Instructions Reference:</b>	Statutory and Other Requirements VII-H
<b>Description:</b>	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.



**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey

County of \_\_\_\_\_

ss:

I, Danna Coapland residing in N/A  
(name of affiant) (name of municipality)  
 in the County of Boulder and State of Colorado of full  
 age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Finance of the firm of BI Incorporated  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled Offender Monitoring Solutions, and that I executed the said proposal with  
(title of bid proposal)  
 full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
 participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
 connection with the above named project; and that all statements contained in said proposal and in this  
 affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_

City of Mesa relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
 contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
 fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
BI Incorporated

Subscribed and sworn to

before me this day

Danna Coapland  
 Signature

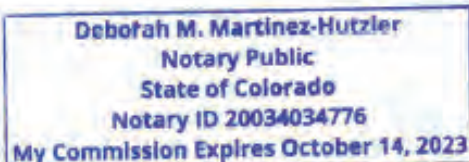
March 30, 2022

Deborah M. Martinez-Hutzler  
 Notary public of Colorado

Danna Coapland, Vice President, Finance  
 (Type or print name of affiant under signature)

My Commission expires 10-14-2023

(Seal)



**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**AFFIRMATIVE ACTION AFFIDAVIT**  
**(P.L. 1975, C.127)**

**Company Name:** BI Incorporated  
**Street:** 6265 Gunbarrel Avenue, Suite B  
**City, State, Zip Code:** Boulder, CO 80301

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

3/30/2022

*Date*

  
Vice President, Finance  
*Authorized Signature and Title*



**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent



## **EXHIBIT E**

### **NEW JERSEY BUSINESS COMPLIANCE**

#### **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

##### **Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfn\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfn\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfn_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## **EXHIBIT E** **NEW JERSEY BUSINESS COMPLIANCE**

### **A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

#### **Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



## **EXHIBIT E**

### **NEW JERSEY BUSINESS COMPLIANCE**

#### **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

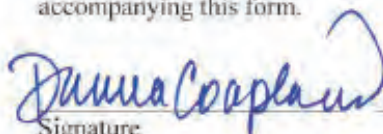
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

#### **Part I – Vendor Information**

Vendor Name:	BI Incorporated		
Address:	6265 Gunbarrel Avenue, Suite B		
City:	Boulder	State:	CO Zip: 80301

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Danna Coapland  
Printed Name

Vice President, Finance  
Title

#### **Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
GEO Group	EFO Louis Greenwald for Assembly	1/20/2021	\$ 1,000.00
GEO Group	Cryan for Senate	1/26/2021	\$ 750.00
GEO Group	Election Fund of Craig Coughlin	3/11/2021	\$ 2,600.00
GEO Group	Friends of Dan Benson	5/11/2021	\$ 750.00
GEO Group	Friends of Dan Benson	7/16/2021	\$ 1,000.00
GEO Group	Singleton for Senate	7/16/2021	\$ 1,000.00
GEO Group	EFO Louis Greenwald for Assembly	7/16/2021	\$ 1,000.00
GEO Group	Eliana Pintor-Marin for State Assembly	7/16/2021	\$ 1,000.00
GEO Group	Sweeney for Senate	7/16/2021	\$ 2,600.00
GEO Group	Election Fund of Craig Coughlin	7/16/2021	\$ 2,600.00
GEO Group	Semter for Assembly	7/16/2021	\$ 750.00
GEO Group	Eliana Pintor-Marin for State Assembly	11/3/2021	\$ 1,600.00
GEO Care	Joseph N. DiVincenzo, Jr. for Essex Cty Executive	2/24/2022	\$ 2,000.00

☐ Check here if the information is continued on subsequent page(s)

**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

## **EXHIBIT E** **NEW JERSEY BUSINESS COMPLIANCE**

### **STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: The Vanguard Group, Inc	Name: BlackRock, Inc
Home Address: 100 Vanguard Boulevard V26, Malvern, PA 19355	Home Address: 55 East 52nd Street New York, NY 10055-0003
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 30<sup>th</sup> day of March, 2022

(Notary Public)

My Commission expires: 10-14-2023

**Deborah M. Martinez-Hutzler**  
**Notary Public**  
**State of Colorado**  
**Notary ID 20034034776**  
**My Commission Expires October 14, 2023**

  
(Affiant)

Danna Copland, Vice President, Finance  
(Print name & title of affiant)

(Corporate Seal)



**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf)

Offerors should submit the above form completed with their proposal.

## EXHIBIT E

### NEW JERSEY BUSINESS COMPLIANCE

<b>STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY</b> <b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>									
Quote Number: 2022118	Bidder/Offeror: BI Incorporated								
<b>PART 1: CERTIFICATION</b> <b>BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.</b> <b>FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.</b>									
<p>Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. Bidders must review this list prior to completing the below certification. <b>Failure to complete the certification will render a bidder's proposal non-responsive.</b> If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>									
<p><b>PLEASE CHECK THE APPROPRIATE BOX:</b></p> <p><input checked="" type="checkbox"/> I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. <b>I will skip Part 2 and sign and complete the Certification below.</b></p> <p><b>OR</b></p> <p><input type="checkbox"/> I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. <b>Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</b></p>									
<b>PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN</b> You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.									
<b>EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name <u>N/A</u></td> <td style="width: 50%;">Relationship to Bidder/Offeror _____</td> </tr> <tr> <td colspan="2">Description of Activities _____</td> </tr> <tr> <td colspan="2">Duration of Engagement _____ Anticipated Cessation Date _____</td> </tr> <tr> <td>Bidder/Offeror Contact Name _____</td> <td>Contact Phone Number _____</td> </tr> </table>		Name <u>N/A</u>	Relationship to Bidder/Offeror _____	Description of Activities _____		Duration of Engagement _____ Anticipated Cessation Date _____		Bidder/Offeror Contact Name _____	Contact Phone Number _____
Name <u>N/A</u>	Relationship to Bidder/Offeror _____								
Description of Activities _____									
Duration of Engagement _____ Anticipated Cessation Date _____									
Bidder/Offeror Contact Name _____	Contact Phone Number _____								
<input type="button" value="ADD AN ADDITIONAL ACTIVITIES ENTRY"/>									
<p><small>Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.</small></p>									
Full Name (Print): <u>Danna Coapland</u>	Signature: <u></u>								
Title: <u>Vice President, Finance</u>	Date: <u>3/30/2022</u>								

**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
**(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**EXHIBIT E**  
**NEW JERSEY BUSINESS COMPLIANCE**

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Danna Coapland


Title: Vice President, Finance

Signature: 

Date: March 30, 2022



## EXHIBIT E NEW JERSEY BUSINESS COMPLIANCE

	<p><b>MCBRIDE-PRINCIPLES</b></p> <p><b>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY</b> <b>DIVISION OF PURCHASE AND PROPERTY</b></p> <p><b>33 WEST STATE STREET, P.O. BOX 230</b> <b>TRENTON, NEW JERSEY 08625-0230</b></p>
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### MACBRIDE PRINCIPALS FORM

**BID SOLICITATION #:** 2022118

**VENDOR/BIDDER:** BI Incorporated

#### VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



#### CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

#### CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Danna Coapland, Vice President, Finance  
Print Name and Title

March 30, 2022  
Date



# Addendum to Solicitation



Purchasing Office / City of Mesa • 20 East Main Street, Suite 450 • Mesa, AZ 85201

Issue Date: March 3, 2022

This addendum will modify and/or clarify: Solicitation No.: 2022118

and is Addendum No.: One (1)

Procurement Description: Offender Monitoring Solutions

Below are questions received as of March 2, 2022 and answers provided by City staff.

Q1. Is there a list of agencies that are part of OMNIA?

A1. Yes, Once the contract is awarded, the awarded supplier(s) will have access to a list of agencies who are registered with OMNIA Partners.

Q2. Is it required to submit and be a part of the OMNIA portion as well?

A2. No, however, the goal of the RFP is to establish a national contract(s). If Supplier is unable to propose a national program due to conflicts with legal obligations or coverage area, Supplier may indicate so and propose a regional or direct solution. The City of Mesa will evaluate responses in their entirety and determine award based on the most advantageous proposal.

Q3. Will there be more than one (1) vendor awarded to the contract?

A3. Yes, more than one (1) vendor can be awarded if the City sees fit.

Q4. Will there be a significant extension to the deadline, in the event that the addendum is issued with changes to the OMNIA component.

A4. No, there will be no extension to the deadline. All responses are due on March 14, 2022 at 3:00pm Arizona time.

Q5. Can the City provide their current usage for all categories that are requested within the solicitation? How many clients are being monitored for each category and how much is it etc.

A5. Currently the City of Mesa has three (3) defendants on electronic monitoring. The City is expecting this number to increase once the new contract is in place and the Domestic Violence (DV) Court is implemented, which also includes many of the items, softwares, etc. that are being requested. Due to the City not currently having the current items/services requested, we cannot provide a number at this time.

Q6. Does the City have any idea of how many additional entities may take advantage of the cooperative purchasing advantage?

A6. OMNIA Partners has 234,000 active participating agencies which have access to all national contracts in the portfolio.

Q7. Is it the City's intention to select a vendor that uses and complies with OMNIA cooperative purchasing terms?

## Addendum to Solicitation



A7. The City will evaluate the received responses based on the evaluation criteria. A vendor complying with OMNIA will not be part of the evaluation, all responses are reviewed fairly.

Q8. If other cooperative purchasing or contract options are acceptable, will the City please clearly state this and amend the RFP to show that all references to OMNIA requirements can be disregarded or marked "Not Applicable" within the response? If not, how should vendors handle responses to OMNIA-related specifications?

A8. See the answer to question 2 in this addendum.

Q9. Who is the end user of the City's offender monitoring solutions program? What types of participants, and how many of each type, are enrolled in the program?

A9. Currently the participants are defendants released from jail and there are only three enrolled in the program, but in the past, there were about fifty. The City anticipates there will be more usage once DV Court is implemented in the fall of 2022.

Q10. Can the City clarify the size of programs that would require installation duties and data entry support? Are installations and data entry services required during business days and hours or 7 days a week?

A10. Not currently but maybe in the future.

Q11. Page 26 Support Services Item 6.3, Fee Processing: What does the current vendor charge the participants for processing all fee related collection and disbursement tasks? Does the participant pay the service fee to the vendor directly or does the vendor charge the City for the fee?

A11. Currently, the court receives them on a monthly invoice as to usage and it is paid by the court.

Q12. Page 26 Support Services Item 6.d.: Processing warrants: As issuing warrants is a law enforcement-related action, is the City expecting the vendors personnel to issue the warrant? This appears to be a task that would not be legally performed by private individuals such as private vendor personnel as there are legal considerations tied to issuing arrest warrants. Based on this consideration, can the City confirm that the actual warrant will be drafted by law enforcement personnel?

A12. No, the court issues warrants, and the City's court staff process them.

Q13. Testimony: How many times did the current provider have to attend court for testimony over the last year? Can web-based testimony be provided?

A13. Zero

Q14. Page 16 of 61: SOW Item 2.h. This item calls for replacement of any lost equipment to the City within 48 - 72 hours after report at no additional cost to the City. Due to equipment costs, would the City place a limitation on this requirement; e.g., % lost of active units, especially in the case of participants that destroy/lose multiple pieces of monitoring equipment but are returned to the program?

A14. The City would expect the equipment to be replaced at no cost.

Q15. Does the program require the vendor to provide any telecom notification tools to the City or designated staff for access the monitoring or tracking systems used for this program, i.e. Laptops, PC s, smartphones, or tablets? If so, how many of each are required?

A15. Not currently.

Q16. Lost Equipment: Does the City reimburse the current vendor for lost GPS or RF Monitoring equipment? If so, at what rate?

A16. The City would expect the equipment to be replaced at no cost.

## Addendum to Solicitation



Q17. Who is the City's current provider of electronic monitoring / offender monitoring services?

A17. The City is utilizing a cooperative contract through the OMNIA Partners portfolio. The vendor who was awarded the contract in the OMNIA portfolio was BI Incorporated.

Q18. Since this solicitation is being used for other states, if the vendor does not provide services to Arizona and only intends to respond to services elsewhere, how would the scope of work be affected? specifically 4.1 and 4.2

A18. The City will not be amending the scope of work in the RFP. The City will evaluate all responses and score/award accordingly.

Q19. This solicitation appeared in the State of MT RFP list. Does that indicate that you will be intending to grant contracts in Montana?

A19. Advertisements in several states were ordered through OMNIA Partners per the required process since that allows the solicitation at a national level. The City will evaluate all responses and score/award accordingly.

Q20. With the RFP calling out the OMNIA contract as the desired outcome, if our solution is already available via OMNIA is the bid process required?

A20. Yes, vendor will still need to complete the required documents in order to be considered for the national contract.

Q21. Are there file size limitations for the City of Mesa's purchasing website?

A21. Yes, one single document cannot exceed 25 mb.

Q22. Please confirm that vendors are allowed to develop pricing structures and models consistent with RFP instructions, and the agency will not provide a form.

A22. The City will not be providing a pricing form. Vendors are asked to follow the guidelines within the pricing section of the RFP.

Q23. Please confirm that by describing maintenance, support, and warranty information inline in the proposal submission, this will accommodate "warranty information" documentation requirements.

A23. Warranty information, as stated, is not required. You may include it if it is something you have.

Q24. Consistent with the RFP section that allows vendors to cite where there may be requests for pricing adjustments and/or if adjustments are requested after award, the same terms that would be approved by the agency will also be accepted under the related section of the OMNIA Agreement. Please confirm that if pricing adjustments are approved by the City of Mesa, these adjustments will also be reflected in the OMNIA Partners Master Agreement.

A24. Any revisions to the pricing file must be approved by the City and will be made available through the national agreement on the OMNIA Partners portfolio. As a point of clarification, OMNIA Partners is the marketing cooperative of the resulting City awarded master contract(s) on a national basis.

Q25. Please confirm vendors are not required to fill out this form if the respondent is an LLC, a corporation or a Partnership. Please confirm vendors are not required to sign the form if the requirements to skip the affidavit are met.

A25. Vendors are not required to sign the lawful presence affidavit within the required response forms. If Vendor is a LLC, corporation or partnership the box just needs to be checked for that option which is located at the top of the form.

Q26. Within Exhibit B for OMNIA, Section 12: If not subject to negotiation, please confirm that suppliers will be permitted to make a counteroffer, if desired, at the time of proposal submission and could be subject to score during review.



## Addendum to Solicitation



A26. Under section 4. Tab 2, subsection 2.b., Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

Q27. For Attachment C: Please confirm that the annual sales for the three previous fiscal years can be submitted as a separate file as stated in Section C.11.3. Financial Statements. Please also confirm that vendors may mark this information as confidential and pro-prietary and will not be disclosed.

A27. Annual sales for the three previous fiscal years can be submitted as a separate file. Vendors can mark as confidential and proprietary information within their submittal, City is subject to Arizona's public records laws as noted in the solicitation.

Q28. For Attachment C, Section 3.3 marketing and Sales, L: It is rare for government contractors or government agencies to provide a guarantee of contract usage due to funding, administrative, legislative, or operational changes. Therefore, it would not be responsible to commit to a guarantee of contract sales and expect a supplier to continue paying said amount under contract if/when the supplier's customers discontinue services. We respectfully ask that this section be removed in entirety. If the removal of this specification is not possible, will the agency please consider modifying the specification to replace "guarantee" with "goals" or a less restrictive requirement?

A28. Respondents are requested but not required to provide a guarantee of sales in this section.

Q29. For Attachment C, Section 3.3 marketing and Sales, J: The release of this information could adversely affect vendor's competitiveness within the industry, please confirm vendors may designate this information as confidential.

A29. Respondents may designate the response to Attachment C, Section 3.3, J as confidential.

Q30. Attachment D: Proposer Questions and Requirements, C. 11.3 Financial Statements: Please confirm all required financial information submitted as separate files can be withheld as confidential.

A30. Vendors can mark as confidential and proprietary information within their submittal, City is subject to Arizona's public records laws as noted in the solicitation.

Q31. Exhibit G: Please confirm vendors are required to fill out Documents 1 – 7 and include them in submissions. Please confirm vendors are not required to provide a signature for the Procurement Agent.

A31. A signature within Exhibit 1 of the Draft Contract is not required. This section is for review and to provide a sample of what the agreement will look like if awarded. Attachment B Required Response Forms document which is five pages must be submitted with the response.

Q32. Exhibit G, DOC #3: It appears that the remainder of this requirement was omitted, potentially due to a clerical error. Will the agency please clarify: upon receipt from what?

Reads: A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

A32. This is a clerical error and should read as follows: We will complete Report form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201).

Q33. Exhibit G, DOC #4: Please confirm this form is not required to be completed by vendors for this submission.

A33. See response to question 31 in this addendum.

Q34. In the spirit of competition and thus providing the most value to the city and agencies utilizing this cooperative contract, would the City allow vendors to describe how their solutions would satisfy the requested requirements.



## Addendum to Solicitation



A34. Yes, the vendors are allowed to describe their solutions.

Q35. Page 13, Scope of Work, General Information, #3 lists Video and/or Voice Tracking Verification/Message Reporting as a selection. Most vendors have completely replaced this older type of technology with a Smartphone Application, as listed under #5. If vendors provide a Smartphone Application as a replacement, can they simply state to please see their response under #5? Or would the City prefer to see a response under both sections even though the responses would be identical?

A35. Vendor can state to see response under #5 or simply put not applicable.

Q36. What is the transition/implementation timeline for the City? What are the expected implementation start and completion dates?

A36. The first page of the solicitation lays out a tentative timeline. We would like the work to begin on June 1, 2022 and go through May 31, 2027. There will also be 2 one-year renewal periods available after the initial term.

Q37. What is the expectation by OMNIA for other agencies to transition to the new vendor's products and services? Please provide as complete an answer as possible so that vendors can determine the number of staff members required and the overall cost for transition.

A37. This is detailed in Exhibit B, Administration Agreement, Example, under National Promotion section 10.

Q38. Attachment D, C.11.3 Financial Statements, #2 requires an audited income statement and balance sheet. Will the City of Mesa keep audited financials from private companies private if they are marked "Confidential"?

A38. Vendors can mark as confidential and proprietary information within their submittal, City is subject to Arizona's public records laws as noted in the solicitation.

Q39. Does OMNIA require a vendor to exclusively use the OMNIA contract vehicle and no other vehicle such as GSA or NASPO? Please explain in detail what will occur if a vendor currently utilizing another contract vehicle is awarded the City of Mesa/OMNIA award.

A39. OMNIA Partners is the marketing cooperative for the master contract(s) awarded by the City resulting from this RFP. OMNIA makes no requirement that a vendor exclusively utilize any contract. The Administration Agreement clearly outlines marketing and go to market strategies for a supplier awarded a national contract.

Q40. Is this understanding correct: the pricing in the Master Agreement essentially becomes the ceiling for pricing with respect to any contract with any other government agency. And the lowest price offered anywhere becomes the ceiling that can be charged?

A40. Yes, the pricing submitted by an awarded vendor should be the not to exceed pricing for the national agreement.

Q41. Will the City please clarify if Attachment E is for informational purposes only or is required to be completed by vendor and included in proposal? If required to be completed, will the City please clarify in which section vendors should include Attachment E.

A41. Attachment E is just for informational purposes only.

A second addendum will be issued to answer the additional vendor questions.

## Addendum to Solicitation



Please contact [Nicole.Arnold@MesaAZ.gov](mailto:Nicole.Arnold@MesaAZ.gov) or [LeiRonda.Golden-Grady@MesaAZ.gov](mailto:LeiRonda.Golden-Grady@MesaAZ.gov) with any questions you may have regarding this addendum.

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The balance of the specifications and bid/proposal solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by indicating receipt on the Required Response Forms attachment of this bid/proposal response. Failure to acknowledge an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.



## NOTICE OF SOLICITATION

**SOLICITATION # 2022118**

Publish Date: February 9, 2022

**REQUEST FOR PROPOSAL FOR: OFFENDER MONITORING SOLUTIONS**

**RESPONSE DUE DATE AND TIME: MARCH 14, 2022 – 3:00 P.M. LOCAL ARIZONA TIME**

Notice is hereby given that sealed responses will be received by the Purchasing Division, City of Mesa until the date and time cited above. Responses received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

To join the proposal opening at 4:00 P.M. local Arizona time on the due date via Microsoft Teams, please visit the following website: [Microsoft Teams Meeting Invite Link](#)

**Teleconference Number: 480-535-7460; Conference ID: 795 477 380#**

**PRE-PROPOSAL CONFERENCE:**

**Date and Time:** February 22, 2022 8:00am Local Arizona Time

**Conference Number:** Join by phone: 480-535-7460; Conference ID: 731 505 951#

**Via Microsoft Teams:** [Teams Meeting Link](#)

The conference provides interested parties an opportunity to discuss the City's needs and ask questions.

Please read the entire Solicitation package and submit the proposal in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the proposal.

Proposals must be in the actual possession of the Purchasing Division Office submitted electronically, on or before the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

**The City anticipates that the following schedule will apply:**

<b>Event</b>	<b>Date</b>
Release of RFP	February 9, 2022
Pre-Proposal Conference	February 22, 2022
Submittal of Questions Due Date	February 28, 2022 by 1:00 p.m. Arizona time
City of Mesa Response to Questions	March 1, 2022
<b>Proposal Due Date</b>	<b>March 14, 2022 by 3:00 p.m. Arizona time</b>
Interviews with shortlisted vendors (if needed)	March 28, 2022
Notice of Intent to Award	May 4, 2022
Council Approval	May 16, 2022
Contract Start Date	June 1, 2022

## **NOTICE OF SOLICITATION**

Questions concerning this Solicitation should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov/> or by email to the following Purchasing contacts or their designees:

**Technical Questions:**

**Nicole Arnold**

Procurement Officer I

Phone: 480-644-2653

Nicole.Arnold@MesaAZ.gov

**General or Process Questions:**

**Lei Ronda Golden-Grady**

Procurement Specialist

Phone: 480-644-3261

LeiRonda.Golden-Grady@MesaAZ.gov

**NOTE:** THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <https://vendor.mesaaz.gov/>

CURRENT CONTRACTS AND RELATED INFORMATION ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:  
<http://apps.mesaaz.gov/purchasingcontracts/Search>

**All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of Solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <https://vendor.mesaaz.gov/>.**



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## **INSTRUCTIONS**

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer/Supervisor and/or the Purchasing Specialist. Questions should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov/> or by email. Questions received less than seven (7) calendar days before the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents must submit their responses electronically. Respondents shall provide their Responses in accordance with the following form and content requirements:
  - a. Responses shall be submitted through the City of Mesa's Purchasing Website at <https://vendor.mesaaz.gov/> under the appropriate Solicitation opportunity. Submissions submitted elsewhere or under the wrong Solicitation will not be considered.
  - b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
  - c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

4. **RESPONSE FORMAT:**

**Table of Contents.** Identify contents by tab and page number.

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

**TAB 2 - Qualifications. (Abilities, Experience, and Expertise)** The following information should be included:

1. A statement of Respondent's qualifications, abilities, experience, and expertise in providing the requested services.
  - a. A description of what qualifies Respondent, financial and otherwise, to provide the City with these services/materials for the required period of time, including information demonstrating Respondent, has the appropriate staffing, necessary resources, and a history of demonstrated competence.
  - b. An assessment of the Respondent's ability to meet and satisfy the needs of the City, taking into consideration the requested services, additional services, and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.
  - c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.
  - d. Provide available ordering methods – online ordering, order tracking, search options, order history.
  - e. Provide available payment terms.

## **INSTRUCTIONS**

2. Provide a response to the national program.
  - a. Include a detailed response to Attachment C, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
  - b. The successful offeror will be required to sign Attachment C, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.
3. Identification of senior and technical staff of Respondent to be assigned to the City. Staff named in the Response may not be substituted without permission of the City. Include in the Response resumes and relevant experience.

**TAB 3 - Program Description AND Method of Approach.** Clearly define the services/materials offered and Respondent's method of approach within the Proposer Questions and Requirements (Attachment D); to include, but not limited, to the following criteria:

1. Services, Equipment, Software etc. that will be provided
2. Maintenance and Support
3. Transition Plan
4. Environmental
5. Additional Information
6. Explain the process from start to finish and how the reports will be obtained. Explain any reporting capabilities.

**TAB 4 -Pricing Forms.** The cost portion of the Response should include the following criteria:

1. Completed Pricing (Attachment A).
2. A list of any and all additional charges not specifically listed on the Pricing Form.
3. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

**TAB 5 - Other Forms.** The following forms should be completed and signed:

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the City before the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
7. Attachment C, Exhibit A, OMNIA Partners Response for National Cooperative contract. Response for National Cooperative contract.
8. Additional Agreements. If an Offeror requires additional agreements, a copy of the proposed agreement must be included with the proposal.

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Pricing, math double-checked, (Attachment A)

## **INSTRUCTIONS**

- ☐ Required Response Forms completed and included (Attachment B)
- ☐ OMNIA Partners documents completed and included (Attachment C, Exhibit A, OMNIA Partners Response for National Cooperative contract)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- ☐ Warranty information, if applicable

6. **ADDENDA:** Any changes to the Solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda before submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted and will record the names and other information specified by law and rule. The Response Opening will be conducted at 4:00 P.M. local Arizona time following the final **SOLICITATION DUE DATE AND TIME** via Microsoft Teams. No responsibility will attach to the City of Mesa, its employees, or agents for the premature opening of a Response. All Responses become the property of the City and will not be returned. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response submitted on time. All Responses received after the Response Due date and time shall not be considered and will be unopened. The Respondent assumes the risk of any delay caused by not being able to access the system. Respondents must allow adequate time to accommodate all registration and submission requirements. It shall not be sufficient to show that Respondent attempted to submit a response before the due date and time as the Response must be received by the City. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the website as the official time.
9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon by Respondent and the City. Examples of where an extension or amendment may be necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.
10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.



## **INSTRUCTIONS**

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. A person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.  
  
Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and fail to provide the necessary documentation may be deemed non-responsive.
12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work before the City's final approval and execution of the contract, Respondent does so at its own risk.
13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after the time specified for the opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.
14. **FORM AND CONTENT OF RESPONSES:** Responses must be submitted online through the City of Mesa's Purchasing Website Vendor Self Service portal at <https://vendor.mesaaz.gov> under the appropriate Solicitation opportunity. Physical submissions, e-mail, or fax submissions will not be accepted unless explicitly allowed by the City of Mesa Purchasing Division. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. Responses, including modifications, must be submitted electronically, and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand-name product in terms of quality, performance, and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.  
  
Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

## **INSTRUCTIONS**

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City before the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.
  
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation.
  
18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
  
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions, or (iv) accept any or all of a Respondent's exceptions outright.
  
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

## **INSTRUCTIONS**

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of an award under the Solicitation or the termination of a contract with the City.  
  
To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules, and Management Policy 200. It shall be a breach of ethical standards to:
  - a. Exert any effort to influence any City official, employee, or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.
  - c. Intentionally offer or provide sub-standard materials or services or intentionally not comply with any term, condition, specification, or other requirements of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.
23. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employees and/or agents authorized by the City to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the City to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The City reserves the right to consider all information relevant to determining an award in the best interest of the City, including Respondents' performance under prior contracts. The evaluation process may include but is not limited to: a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification and/or additional information from a Respondent does not guarantee clarification and/or additional information will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent, or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City. The City shall not reimburse the Respondent for the costs associated with the interview process.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a shortlist of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms, and conditions in the Solicitation.
27. **CRITERIA FOR EVALUATION AND AWARD:**

## **INSTRUCTIONS**

- a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Qualifications & Experience	40
Firm's Proposed Solution / Method of Approach	40
Firm's Proposed Pricing	20

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for the award of a contract under the Solicitation.
1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
  2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information or the quality of the information, will result in Respondent being deemed non-responsible.
28. **COST JUSTIFICATION:** In the event, only one Response to the Solicitation is received, the City may require the Respondent to submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City



## **INSTRUCTIONS**

to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 P.M. local Arizona time at least seven (7) calendar days before award.

**It is the Respondent's responsibility to check the City of Mesa's Vendor Self Service portal at <https://vendor.mesaaz.gov/> to view Purchasing's Intent to Award notices.** This may be the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

**ADDRESS PROTESTS TO:**

Kristy Garcia  
Procurement Administrator  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Kristy.Garcia@MesaAZ.gov](mailto:Kristy.Garcia@MesaAZ.gov)

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto:Ed.Quedens@MesaAZ.gov)

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules, and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).

## **SCOPE OF WORK**

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

1. **INTENT:** The intent of this solicitation is to provide Participating Public Agencies with products, services, and solutions to meet their various needs for Offender Monitoring Solutions.
2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners"), to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (Attachment C).

The City of Mesa anticipates spending approximately \$61,000.00 over the full potential Master Agreement term for Offender Monitoring Solutions. While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Offender Monitoring Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$50 million. This projection is based on the current annual volumes among the City of Mesa, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

3. **GENERAL INFORMATION:** Contractor(s) are to propose the broadest possible selection of Offender Monitoring Products, Services, and Solutions that are offered by the Proposing Contractor(s). The proposing Contractor(s) should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limited to the following categories:

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1. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by the Contractor(s).
2. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by the Contractor(s).
3. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by the Contractor(s).
4. **Supplemental Support Services:** Secure, on-line twenty-four (24) hour, seven (7) days a week, three-hundred sixty-five (365) days a year live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee collection/processing.
5. **Smartphone Application:** A secure smartphone application and supervision tool offered by the Contractor(s), utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
6. **Data Analytics Software:** A secure data analytics software package offered by the Contractor(s), which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
7. **Online Monitoring Software:** The secure online monitoring software available from the Contractor(s) that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and that is accessible twenty-four (24) hour, seven (7) days a week from any web-based computer or mobile device with internet access.
8. **Related Products, Services and Solutions:** Additional related products, services, or solutions available from the Contractor(s), such as but not limited to: drug and alcohol testing, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

The Contractor(s) shall provide the required equipment and services for the categories for which it receives award. Contractor(s) should indicate where their systems meet or do not meet the above requirements for each category on a document that is on the Contractor(s) letterhead.

Although this section reflects the needs and requirements of the City, OMNIA Partners Participating Agencies may have different requirements. The awarded contractor will have the ability to offer their comprehensive Offender Monitoring Solutions nationally. The offender monitoring solution may include products and services associated with offender monitoring or any other related services which OMNIA Partners participants may elect to use. OMNIA Partners participants will sign a supplemental or usage agreement with the awarded vendor substantially based on the terms and conditions of the City contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

4. **GENERAL SCOPE:** The following items concern the general scope and requirements for items that are part of the request for proposal:
  1. **Monitoring Services Provided by Contractor(s):**  
The Contractor(s) shall provide a central monitoring service center located in the U.S. The monitoring service center shall have the capability of conducting surveillance activities on an around-the-clock basis, without interruption. The surveillance activities shall minimally include the following: continuously monitoring the presence or absence of a program participant detecting early leaves or late returns; detecting attempts to tamper or actual tampering with the home monitoring equipment; attempts to duplicate the RF transmission of the home monitoring units; disruption of AC power; receiver shut downs; continuous busy signals; attempts to use recorded speech; spurious RF transmission; no telephone answer; and low receiver and/or transmission battery function. The monitoring service shall

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be capable of monitoring multiple curfews scheduled at the same time. In this regard, the curfew monitoring function shall have unlimited flexibility for the establishing of curfew scheduled and monitoring.

If required by the City's designee, the Contractor(s) monitoring service center shall be responsible for receiving program participant enrollment information from the City. If required, the contractor(s) shall be responsible for enrolling program participants and for changing curfew schedules based upon notification by the City via e-mail or fax (as determined by City) using the contractor(s) toll-free telephone number to the central monitoring service center or via remote terminal through dedicated line or internet access. If requested, the Contractor(s) shall be responsible for removing program participants from the monitoring system upon a notification from City. The date of removal and removal reason will be established by the City. The Contractor(s) shall utilize enrollment and client status change forms developed in conjunction with City.

If required, the monitoring service center shall respond to all reports of monitoring violations by telephoning (as determined by City) the program participant. The purpose of this telephone call is to determine the nature of the reported event and to confirm that the program participant is at his or her approved residence. The Contractor(s) shall explain the procedure to be used to confirm the participant's presence, or lack thereof, in these situations.

In addition, the following specifications must be adhered to:

- a. The Contractor(s) place of business and monitoring center services facilities used for this program must be located within the United States of America. The Contractor(s) primary monitoring center shall be capable of uninterrupted operation twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year. This shall include all systems, hardware and software, communications and building support services such as electrical power.
- b. The Contractor(s) monitoring center shall be monitored twenty-four (24) hours a day, seven (7) days a week, including holidays to ensure that any interruption in service is detected and resolved.
- c. Each monitoring center shall have ventilation and temperature control adequate to meet hardware specifications for the operating environment and to ensure proper functions of the monitoring center hardware.
- d. The Contractor(s) shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.
- e. The Contractor(s) shall maintain professional highly trained and qualified staff to monitor and operate the monitoring center equipment.
- f. The Contractor(s) shall provide the City a toll-free contact number, accessible and staffed twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.
- g. In the event any component of the Contractor(s) service becomes inoperable, the Contractor(s) must immediately notify the Contract Manager or designee by telephone and email no later than thirty (30) minutes after discovery of service failure.
- h. When requested, the Contractor(s) monitoring center shall provide an initial response to pre-determined alarm notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the City and the Contractor(s) by offender program type.
- i. When requested, the Contractor(s) monitoring system shall be responsible for alerting the City's designated officervia text, message, email, central database,



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and/or phone. The means or mode of contact shall be at the City's discretion. These services shall be provided twenty-four (24) hours per day, seven (7) days per week.

- j. As required by the City's designee, the Contractor(s) shall provide a toll-free telephone number to be supplied to the City's supervised offenders which shall be utilized to contact the monitoring center for alarm notification resolution.
- k. The Contractor(s) shall provide immediate notification via telephone, cellular telephone, text message, and/or email twenty-four (24) hours a day, seven (7) days a week to designated City staff when an alarm notification is generated. The contractor(s) monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alarm notifications.
- l. The Contractor(s) shall be able to receive a verifiable confirmation via a telephone call from the monitoring center to the designated City staff to confirm that all immediate alarm notifications were received/acknowledged by City staff. The Contractor(s) shall be responsible to maintain a call tree to be utilized when contacting City staff to report alarm notifications pursuant to established protocols.
- m. The monitoring center shall have redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- n. The Contractor(s) shall have the ability to write files to a server at the Contractor(s) site and shall allow the City to retrieve the files daily through a secure File Transfer Protocol (FTP) or other secure transmission method. The files will need to include the following information.

- i. File 1 – Alarm Fire

- 1. The Key file the Contractor(s) uses to distinguish each alarm.
- 2. The type of alarm as defined by the City.
- 3. The Identification number of the offender.
- 4. Date and time of the alarm.
- 5. Length of the alarm (until resolution).

- File 2 – Comment File

- 1. The key field the Contractor(s) uses to distinguish each alarm.
- 2. Comments relating to the alarm.
- 3. Date and time of updates to the comments.

- File 3 – Alarm Cleared

- 1. The key field that the Contractor(s) uses to distinguish each alarm.
- 2. Date and time the alarm was cleared.

- File 4 – Points Reviewed

- 1. The ID number of the offender.
- 2. The USERID of the officer reviewing the points.
- 3. Date the points were reviewed.
- 4. Dates of the points reviewed by the officer.

2. Equipment to be provided by the Contractor(s):

Contractor shall furnish all equipment required to perform services outlined herein and to make the proposed system fully operational, which shall include but is not limited to: transmitters, base stations, receivers, tracking devices, recorders, bracelets, telephones and landline cords, batteries, power cords, clips, straps, tools, reference materials, specialty cleaning supplies, car chargers, ethernet cables, beacons, etc.

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- a) In the case of equipment rental programs, all equipment provided by the Contractor(s) shall remain the property of the Contractor(s) and shall be in good repair, remanufactured and within specifications of new equipment. All equipment supplied shall be the latest design and model unless specifically requested by the City.
- b) For those offenders whom monitoring is requested and reside in areas that have technical and/or geographical limitations, the Contractor(s) shall provide either alternate technology or installation of a phone line at the residence at no extra charge to the City or the offender. If there is an identified limitation to the equipment functioning in a specific area, Contractor(s) shall provide equipment that will allow the same function at the same price as equipment originally requested.
- c) The equipment provided shall be of a technology currently in use by the manufacturer, Contractor(s), or both and shall be identified by brand and model number in the Contractor(s) proposal.
- d) The Contractor(s) shall only provide equipment that has been properly registered and certified under the Federal Communication Commission Rules and Regulations, as applicable. The Contractor(s) shall submit the applicable FCCID numbers for all proposed equipment.
- e) The equipment provided shall not be available as an open market item if this could compromise the security of the system.
- f) Replacement equipment initially provided by the Contractor(s) shall be new, or if not new, refurbished to perform in a like-new manner and shall be maintained by the Contractor(s) in "like new" condition. Repairs and/or replacements shall be provided within the timeframe specified in this RFP.
- g) In the case of a rental program, the Contractor(s) is responsible, at no additional cost to the City except as provided in the RFP and resulting contract, for the maintenance, repair or replacement of all equipment or software provided under the contract. The Contractor(s) is responsible for all costs which includes shipping materials and delivering equipment to, from, or between any City offices located within Arizona.
- h) In the case of a rental program, in the event that any of the equipment or software provided under the contract fails to function properly, is lost, stolen or damaged, the Contractor(s), at no additional cost to the City, shall deliver a replacement component(s) to the designated City office within forty-eight (48) to seventy-two (72) hours of notification by City, if requested by the City. The City will notify the Contractor(s) when a piece of equipment is lost, stolen or damaged. This determination is at the sole discretion of the City. The City and its client departments will make reasonable efforts to deter the theft, loss or damage to the Contractor(s) equipment. The City is not responsible for the cost of lost, stolen or damaged equipment.
- i) Upon request from the City, when the City activates equipment that has been in shelf stock, the Contractor(s) shall deliver to the designated district office a replacement component(s) within twenty-four (24) hours of notification by the City.
- j) The Contractor(s) shall provide, at no additional cost to the City, all necessary tools as needed per officer or district office to install, adjust, and remove the Contractor(s) provided equipment. City will notify the Contractor(s) on the number needed.
- k) All equipment proposed and provided shall equal or exceed the latest industry standards unless specifically requested by the City. During the life of the contract, and with the prior approval of City, the Contractor(s) shall upgrade equipment as significant improvements become available. These upgrades shall be provided at no extra charge/additional costs to City.
- l) At no additional charge and upon request by the City, the Contractor(s) shall furnish

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for each system in operation three (3) spare units for every ten (10) units, with a minimum of five (5) units for shelf stock, per location.

- m) The equipment provided shall be Federal Communication's Commission (FCC) currently registered and approved.
- n) The contractor(s) shall provide written instructions and all necessary equipment for a trained person to initialize, reset and remove the participant's transmitter as needed.

3. **Accessories:**

All accessories, including replacement batteries, straps, waist packs, carrying bags, clips, beacons, and other related supplies necessary for proper operation shall be provided by the Contractor(s) at no additional cost to the City, throughout the term of the contract. Install and deactivation tools/equipment shall be provided to the City at no additional cost throughout the term of the contract.

4. **Proposer Representative:**

The Contractor(s) shall provide the City a minimum of one (1) single account representative who will serve as a liaison for all aspects of contract performance. All aspects shall include but not be limited to, reporting, equipment inventory, training, contract transition and the install program. The representative shall be familiar with the City's policies, goals, and services. The representative shall be knowledgeable in the area of Community Corrections, i.e. parole, probation, pretrial, in-home detention, work release, etc. The representative shall be proficient in and have a working knowledge of all functional areas and services. The City would prefer a team approach, consisting of an account representative, inventory management representative and a training representative. The City shall not provide any office space or storage space.

5. **Offender Monitoring System Operation:**

- a) The monitoring equipment shall function reliably despite the nearby operation of household electrical equipment or the existence of nearby strong, but not uncommon, electrical fields generated by such sources as power transmission lines, power transformers and commercial radio towers. If a device is worn by the offender, or if a receiver is installed in the offender's home, it shall function reliably in any building and offer a continuous signal and shall work with any type of phone line.
- b) The removal of strap by a deliberate action, accidental action, or any action that otherwise compromises the integrity of the strap shall immediately generate an alarm that is immediately transmitted to the Contractor(s) Monitoring Center. The strap shall have a dual tamper capability. The transmitter shall notify the receiver of any tampering.
- c) The System shall escalate the violation notifications to designated supervisory personnel as specified by the City.
- d) Equipment shall initiate the sending and receiving of signals through standard telephone lines across the City at no cost to the City or offender. Contractor(s) shall ensure that the system allows communication only with authorized receiver/transmitter devices.

6. **Central Computer Monitoring System:**

The Contractor(s) central monitoring service center shall include a central computer system, compatible software and all the needed equipment that is capable of complete supervision of the electronic monitoring program with complete redundancy as defined below. This includes receiving and initiating communications to/from the participant's home and to communicate with both the participant and his home monitoring equipment. The

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system redundancy shall meet the following requirements:

- a) The central computer system with all associated equipment and services shall be located in a secure, environmentally controlled access facility and provide twenty-four (24) hours a day, seven (7) days a week monitoring.
- b) The central computer system shall have the ability to perform monitoring with an unlimited number of different curfew periods per day and on a customized schedule for each participant.
- c) The central computer system shall be capable of retaining personal information for each participant. The Contractor(s) shall also provide a means to enter, modify or delete any of this information by the system operators as requested by designated City officials or staff.
- d) The computer system shall be able to process changes, report printing and other functions without disrupting the monitoring process. It shall have an interconnect capability for all equipment for remote printing to the City central communications unit as required.
- e) The contractor(s) shall provide an uninterruptable power supply (UPS) for an instantaneous backup power source to prevent the loss of information and data in event of short-term commercial power losses.
- f) The contractor(s) shall provide for an automatic backup of data on magnetic media for any commercial power loss. This backup procedure shall also be performed at least once a day to prevent data loss due to a system failure and be retained for at least one (1) year.
- g) The contractor(s) shall provide a complete identical backup computer system redundancy in the event of a system malfunction, which cannot be corrected within a reasonable period of time. Specify complete addresses of both primary and redundant systems.
- h) The contractor(s) shall have the ability to provide access to the central computer system by remote PC computer terminals. Access by the City shall be made by the Contractor(S) toll-free telephone lines and/or optional alternate communications service.
- i) The contractor(s) shall provide a redundancy for its telephone carrier and be capable of immediately switching to an alternate in the event that the primary service is interrupted.

7. **Central Computer Monitoring System Software:**

The central computer at the Contractor(s) central monitoring service center shall include a compatible software program with the capability to report on the entire electronic monitoring program. The software program shall be user friendly. The electronic monitoring software shall also be accessible via remote terminal at the City through dedicated line or internet access.

8. **Reporting:**

- a. The Contractor(s) system shall provide standardized reports for all functional areas covered by the Contractor(s) contract. In addition, report parameters are subject to change by the City during contract performance, and other reports shall be required as requested by City.
- b. When "real-time" information is not available, or data-analysis and review is needed by the Contractor(s), the monitoring service center shall provide the designated personnel with daily reports about all monitored activities. This report, summarizing all participants' adherence to established protocol, will be faxed or accessible via remoteterminal at the designated City Area Offices through dedicated line or internet access (as determined by City) by four (4) a.m. every day.
- c. The monitoring service center shall have available daily reports of cases added



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- and removed during the preceding business day.
- d. The monitoring service center shall have available an alert device and arrangement to notify the City of offender's unauthorized absences/late arrivals plus equipment malfunctions immediately from the initial occurrence, through dedicated line or internet access (as determined by City), to the City.
  - e. Alerts for tampers, zone violations or curfew violations shall be transmitted in "real time" to the designated staff by different means (as determined by City). The method of notification will be determined by the City for each participant, caseload, or agency. Participants shall also be notified of alerts, at the discretion of the designated staff.
  - f. If requested, in response to reports of monitoring violations by program participants, the contractor(s) shall prepare a written assessment based upon information received through the contractor(s) confirmation procedure and provide it immediately to the City.
  - g. The contractor(s) management information system shall be capable of generating standard reports. The contractor(s) shall be required to provide custom reports and statistical analysis. Standard reports include number of clients, number of incidents (equipment reports, violations, equipment malfunctions, etc.), client histories, curfew schedule, and assigned City staff. Examples of custom reports that shall be required are number of days a client is monitored, etc. Contractor(s) shall include examples of all reports they are capable of generating as part of their proposed package. City shall be notified twenty-four (24) hours in advance of any anticipated interruption in service.
9. **Inventory Management:**
- a. The system shall have the capability of tracking units and equipment that have been returned to the Contractor(s) due to malfunction and provide reports concerning problems found.
  - b. The Contractor(s) system shall provide a report of accurate inventory of all equipment and accessories charged to the City. The inventory database shall include item name, serial number, offender name (or "shelf stock" if not in use) and total items in inventory. This system shall have the capability to track inventory by Department.
  - c. The Contractor(s) shall provide a dedicated representative to perform the following:
    - i. Update the inventory database on initial installation of monitoring equipment.
    - ii. Update the inventory database for shelf stock at the time of initial installation of monitoring equipment.
    - iii. The Contractor(s) shall reconcile inventory by department on a monthly basis no later than the seventh (7<sup>th</sup>) of each month. The City reserves the right to change the number of reconciliations per year and requirement date.
  - d. The Contractor(s) shall maintain the equipment and spares in good condition and arrange for the repair or replacement of the equipment within two (2) business days.
10. **Maintenance and Support:**
- a. The Contractor(s) shall utilize a dedicated support team to provide maintenance and support on a twenty-four (24) hours a day, seven (7) days a week basis.
  - b. The Contractor(s) shall provide a toll-free number for maintenance and support.
  - c. In the event any component of the Contractor(s) service becomes inoperable, the Contractor(s) shall immediately notify the City Contract Manager or designee by telephone, but no later than thirty (30) minutes after the discovery of the service failure.

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- d. Contractor(s) proposal shall contain all tiers offered and shall identify the response time by tier (identify response by telephone or email.) The Contractor(s) shall adhere to the response times contained in its accepted proposal.
- e. The Contractor(s) shall fully describe its proposed twenty-four (24) hours a day, seven (7) days a week maintenance and support for this contract. The Contractor(s) shall clearly identify the City's role in all aspects of maintenance and support.

### **11. Contract Transition:**

Contractor(s) shall provide a dedicated person who will be responsible for making the transition from the system under the current contract to the new system as defined in the implementation plan. This transition shall include:

- a. Coordination with the existing Contractor(s) on the date and time of the change over to the new system.
- b. Initial data entry or migration of identification and curfew information for all offenders being monitored at the time of the transition.
- c. Contractor(s) shall provide resume(s) for the personnel proposed for the contract transition with their proposal.
- d. Contractor(s) shall provide a transition plan for all field equipment with their proposal.
- e. Contractor(s) are required to demonstrate that their consultant(s) or employee(s) shall have the skills necessary to meet the objectives of this project by listing skills, industry certifications, general educational background, and knowledge set based on prior experience.

### **12. Project Management for Transition:**

The Contractor(s) shall align their project management approach with the project's inherent complexity so the desired results can be achieved. The Contractor(s) shall provide project management in accordance with its accepted proposal. Project management controls shall be proposed that are consistent with minimizing the project's risks and inefficiencies which would negatively impact the RFP's objectives. Management of scope, time, and risk are critical to effectively achieving the expected outcomes of cost, schedule, deliverables, and quality. Both City and the Contractor(s) shall be responsible for working in a cooperative manner to meet the targeted timelines defined in the implementation plan. City and the Contractor(s) shall mutually agree upon any changes to the schedule. City reserves the right to conduct any test/inspection that shall deem advisable to ensure installation/services, as appropriate, conform to specifications. Any tasks which are the primary responsibility of City shall be clearly defined and identified.

The City shall approve the selection and/or replacement of the Contractor(s) Project Manager. The Contractor(s) shall provide their Project Manager's resume for the City to review, including the qualifications of the proposed Project Manager, and explain why this is a good match. The Contractor(s) proposed Project Manager shall have a minimum five (5) years of experience in a Project Manager role in implementing similar projects. A Project Management Professional (PMP), as defined by the Project Management Institute or equivalent organization, is preferred. City is responsible for assigning the City Project Manager.

### **13. Litigation – Related Testimony:**

- a. If requested as a part of litigation, the Contractor(s) shall be required to provide expert testimony regarding its monitoring equipment and system specifications, as well as the accuracy and reliability of the reports/results. The Contractor(s) shall make available qualified personnel to provide expert testimony as requested or subpoenaed.

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- b. The Contractor(s) shall ensure that its personnel responds timely and/or appears as stipulated in the request and/or subpoenas.
- c. The Contractor(s) shall supply, in format and number requested by the City, a record of offender movements during specified time frames for investigative or judicial purposes. The format shall include, but not be limited to, USB drive, screen shots, supporting narrative, etc.
- d. All costs for Litigation Related Testimony shall be included in the prices offered; however, reimbursement can be sought through individual jurisdictions when available.

### 14. Advertising/Promotions:

The Contractor(s) shall not issue news releases, advertisements or news articles, or any other information of any kind related to its contract with the City, including but not limited to statistical data, offender information or programs, without prior written approval from the City.

### 15. Provision of Database and Contract End:

If requested by the City, upon the expiration date of the contract resulting from this RFP (or termination by any other method), the Contractor(s) shall provide the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Contract Manager. In addition, the Contractor(s) shall provide a read-only licenses for the City's use for a period of seven (7) years. If any data stored is in a proprietary format, Contractor(s) shall provide a means for translating it to a standard in the public domain.

## 5. **PRODUCT SPECIFICATIONS:**

### 1. Active, Passive and/or Hybrid Global Positioning Satellite Tracking (GPS) Category:

- a. Device shall be waterproof to at least fifteen (15) feet, durable, shock-resistant, washable and shall comply with FCC regulations.
- b. The unit shall have tamper detection utilizing electronic and/or fiber optic mechanisms. Once the unit detects a strap tamper violation, it shall send a unique tamper signal to the central host system to alert staff of a violation.
- c. Device straps should be replaceable in the field and require minimal training for City staff.
- d. The unit shall include motion detection.
- e. City staff shall be able to communicate with the offender through a minimum of one (1) way communication. The contractor's software shall provide City staff the ability to send messages on command.
- f. The unit shall provide a feature for the offender to acknowledge the one (1) way communication.
- g. The unit shall be configurable to collect location data in Active, Hybrid, and Passive modes without making any adjustments to the unit hardware.
- h. The unit shall be capable of being attached to the offender so that efforts to tamper with or remove the transmitter are obvious to visual inspection.
- i. The transmitter shall emit a signal at a frequency which is not commercially interruptible at least once every thirty (30) seconds.
- j. The unit shall have batteries which are easily charged by offender or shall plug into standard residential power sources. Charging system shall be lightweight and accommodate 110V power supplies. Charging system shall include indication whether the GPS tracking unit is charging or has a full charge. Charging system shall allow for a secure connection to the bracelet without undue risk to the offender.

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- k. The unit shall not unduly restrict the offender's day to day activities.
  - l. At a minimum, the unit shall detect, record, and alert City staff for the following events: low battery, battery charging, lost GPS coverage, zone violation, curfew violation, communication loss, and equipment tamper.
  - m. Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.
2. Radio Frequency/RF Category:
- a. Transmitter: The Contractor(s) shall propose a transmitter, which shall be comfortably worn on the ankle or wrist of the participant and shall meet the following requirements:
    - i. The device shall be small, lightweight, and not pose a health hazard nor unduly restrict the activities of the participant; and of a size to be worn under normal slacks.
    - ii. The device shall be capable of being securely attached to the participant's ankle or wrist and report any and all efforts to tamper with or remove the device.
    - iii. Transmitter straps shall be adjustable to fit any size offender. Straps of multiple sizes are encouraged.
    - iv. The device shall be shock resistant, water and moisture proof up to at least fifteen (15) feet, and function reliably under normal atmosphere and human environment conditions. Device shall also conform to all FCC regulations.
    - v. The device shall contain a radio transmitter whose coded radio signal shall be unique to the individual to whom it is attached so as to enable positive confirmation of the presence/absence of the participant within an adjustable range of a minimum of fifty (50) feet of the receiver.
    - vi. The transmitter shall emit a coded radio signal at least once every minute on a continuous basis during the operating life of the battery.
    - vii. The transmitter shall be battery powered and designed for a minimum continuous operating battery life of a minimum of approximately six (6) months.
  - b. Receiver: The Contractor(s) shall propose a receiver to be located in the participant's home (conforming to FCC standards and regulations), which shall continuously monitor the participant's transmitter and meets the following requirements:
    - i. The receiver shall be powered by 110-volt A.C. power with internal auto-recharging battery capable of supplying back up power for a period of more than twenty-four (24) hours. The electrical wire connecting to A.C. power shall be UL approved, and of sufficient length to adequately connect to the household AC power.
    - ii. The receiver shall be capable of full communications to the Contractor(s) central computer system by connection to the participant's telephone company wall outlet using a standard RJ-11-C modular telephone connector.
    - iii. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver to report events and alerts to the Contractor(s) central monitoring computer.
    - iv. The participant's receiver shall accept and process radio signals only from the unique signal of that same participant's transmitter.
    - v. The receiver shall detect attempts to simulate or duplicate the participant's transmitter radio signal by a foreign device and immediately report detection of such an occurrence to the central computer.
    - vi. The receiver shall contain an internal clock and sufficient memory to



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store a time stamp of all events and activities, that happen per day, that shall occur for at least the next five (5) days, in the event the communications link with the central computer system is disrupted. The receiver shall be capable of operating without AC power for a minimum of twenty-four (24) hours and events can be stored for up to a minimum of 10 (ten) days.

- vii. The receiver shall detect, and store with time stamp the following events, at a minimum, and promptly communicate them to the central computer.
  - a. Arrival of transmitter within the range of the receiver;
  - b. Departure of transmitter out of range of the receiver after a preset programmable time interval;
  - c. Tampering and/or removal of the transmitter from the participant;
  - d. An attempt to simulate or duplicate the radio signal by a device other than participant's own transmitter;
  - e. Loss and/or restoration of the home's commercial power;
  - f. Loss and/or restoration of the communication service (the disconnection event shall be sent as soon as the communications service is restored);
  - g. Low battery condition of transmitter and/or receiver;
  - h. Tampering of receiver;
  - i. Motion detection cellular devices.
- viii. The receiver shall be capable of seizing a telephone line when not in use. It shall not seize a line in use, but instead, shall deliver a courtesy signal as a yield warning to any person using the line. It shall then seize the line after the person hangs up.
- ix. The receiver shall not pose a health or safety hazard to the participant or other family members and shall function reliably under normal household environmental and atmospheric conditions.
- x. Electrical surge protectors shall be built-in or provided for connecting power and communication lines.
- xi. The receiver shall be capable of being installed and made operational by an officer or offender following the written instructions provided by the Contractor(s)/officer.

### 3. Video and/or Voice Tracking/Verification and Message Reporting System Category:

#### a. Base Requirements:

- i. The system shall work by comparing an offender's voice during a verification call to a "voiceprint," or digitized representation of the offender's voice obtained during enrollment.
- ii. The system shall allow total voice enrollment, including voiceprint, in less than five (5) minutes.
- iii. The system shall have the ability to identify the offender's presence at prescribed locations.
- iv. City staff shall be able to listen to recordings of voice verification calls over the Internet.
- v. The system shall have the ability to place outbound calls and receive inbound calls.
- vi. Call schedules and alert notification options shall be customizable on a case-by-case basis.
- vii. The system shall have the ability to individually set the number of acceptable failures before an alert is generated.
- viii. The system shall have such hardware and software security features as necessary to be tamper resistant.

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- ix. If the system requires the City to manage outbound calling schedules, it shall allow access only by authorized personnel with remote access via the Internet and/or via toll-free dial-in.
  - x. If the system makes outbound calls to offender locations, the system shall be able to set the range of minutes between retry calls (after busy signal or no answer) and the maximum number of attempts to verify within a verification call.
  - xi. The system shall be able to allow City staff to view and print the summary and analytical reports as needed to alert supervising Officers and/or City staff.
  - xii. The system shall be able to record and print the name of the offender and the date and time of the violation.
  - xiii. The system shall demonstrate a high degree of accuracy. The method of validation and percentage of accuracy shall be explained and quantified.
  - b. Message/Day Reporting System: The Contractor(s) system shall meet the following requirements:
    - i. Shall have call in for questions/responses.
    - ii. Shall have call in format flexibility to include multiple question format based on City needs.
    - iii. Shall have the ability to call in from predetermined/designated locations.
    - iv. Shall have the ability to notify City personnel of any change or violation through email, pager, or text messaging.
    - v. Shall allow instant audible voice verification replay sessions via the internet.
4. Alcohol Monitoring: For all equipment types, the Contractor(s) system shall meet the following requirements:
- a. Shall identify the offender's presence at certain prescribed locations.
  - b. Handheld devices shall work by comparing an offender's voice to a voiceprint, digitized representation of the offender's voice and/or facial recognition.
  - c. Shall allow placement of outbound calls and/or receiving of inbound calls.
  - d. Shall have call schedules and alert notification options that are variable by offender case.
  - e. Shall individually set the number of acceptable failures before an alert is generated.
  - f. Shall allow alert notifications through email or text messaging.
  - g. Shall have such hardware and software security features as necessary to be tamper resistant.
  - h. Shall allow online access to offender compliance history.
  - i. Shall individually set the range of minutes between retry calls after busy signal or a no answer and the maximum number of attempts to verify within a verification call.
  - j. Shall allow an officer or other designee to view and print summary reports as needed.
  - k. Shall allow recording and printing the name of offenders and date and time of violation.
  - l. Shall demonstrate high degree of accuracy. Method of validation and percentage of accuracy shall be explained and quantified as part of the technical proposal.
  - m. The unit shall measure Breath Alcohol Content (BrAC) by using a detection technology.
  - n. The unit shall measure BrAC by collecting deep lung samples.
  - o. As the concentration of alcohol in a deep lung sample is directly proportionate to alcohol concentration in the blood, the unit shall be capable of measuring Blood Alcohol Content (BAC) from 0.010 at a minimum.

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- p. The unit shall have a battery-operated backup.
- q. The battery shall power the unit for a minimum of twelve (12) hours and retain an ability to continue prescheduled tests.
- r. The unit shall use a secure process that prevents enrollment except by authorized individuals.
- s. The unit will be capable of storing messages in a nonvolatile memory in the event of phone loss.
- t. The unit will be able to continue to administer breath tests in the absence of phone service.
- u. The Contractor(s) central monitoring computer system will be capable of determining whether the offender took the test and then generate alerts based on the test results.
- v. The unit shall measure the presence of alcohol only. The Device shall not respond to natural gas or acetone.
- w. The unit will use verification to correctly identify the offender.
- x. The unit will allow tests to be administered in a variety of methods:
  - i. Random, computer generated as specified by the City. Allowing for an unlimited number of test periods and tests.
  - ii. At City designated locations or in the offender's home by authorized City staff. After the test, within thirty (30) seconds the BrAC level should be displayed on the City operated hand held device.
  - iii. "On-demand" by the City.
- y. The unit will utilize mechanisms that detect attempts by the offender to defeat the unit by supplying a breath sample other than their own. The "erroneous" sample might be from a mechanical apparatus or accomplice.
- z. The unit will have tamper technology that is accurate and non-intrusive.
- aa. The Contractor(s) shall have monitoring software that is accessible through the internet and shall provide a description of its capabilities.

### 5. Transdermal Specific Requirements:

- a. The unit will include tamper detection features including phone, case, and power alerts to ensure accuracy of the data generated by the unit.
- b. The unit will not require offenders to push buttons, or otherwise interact with the unit, in order for the testing process to begin or results of the test to be reported.
- c. The System shall provide twenty-four (24) hour monitoring of alcohol concentration through the skin.
- d. The unit shall be attached to the detainee's ankle using secure straps and alarms that detect any attempt to tamper with the device.
- e. External power and phone cords for the unit shall be field replaceable.
- f. The unit will be compatible with the Contractor(S) Radio Frequency monitoring solution. The unit will also have the capability to be used as a stand-alone solution.
- g. The transmitter shall automatically measure and record the offender's transdermal alcohol level on a regular basis, regardless of the offender's location.
- h. The transmitter shall take an alcohol sample a minimum of once every thirty (30) minutes or as determined by the City.
- i. The unit shall connect to the telephone network with a standard RJ11-C jack or through cellular communication. A telephone cord and modular plug shall be provided with the unit at no additional cost to the City. The unit shall be directly connected to the offender's home phone line, or through an optional Cellular Receiver, to report events and alerts to the Contractor(s) central monitoring computer.
- j. The transmitter shall comply with FCC regulations and be highly durable, shock-resistant, and water resistant to allow for activities such as bathing.
- k. When a low-battery event occurs, the system shall generate a low-battery alert that

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gives City staff at least five (5) days to replace the battery before it becomes exhausted.

- l. The transmitter straps and battery shall be replaceable in the field and require minimal training for City staff.
- m. The transmitter shall be able to distinguish between ingested alcohol and environmental alcohol.
- n. The transmitter should have multiple tamper detection technologies such as water submersion, skin conductivity, temperature, proximity to the leg, infrared debris buildup detection, motion detection and strap tamper detection.
- o. At a minimum, the transmitter shall detect, record, and alert City staff for the following: low battery, unit shall be returned for recalibration, alcohol event, equipment tamper, and curfew violation (if paired with an optional receiver).
- p. The transmitter shall be able to pair to a receiver to report monitoring data to the Contractor(s) central monitoring computer system.
- q. The transmitter shall emit a signal to the receiver at least once every thirty (30) seconds continually, during the operating life of the transmitter's battery.
- r. RF signals from the transmitter to the receiver should have a range of up to one-hundred and fifty (150) feet.
- s. RF signals from the transmitter to the receiver should be on a noncommercial frequency.
- t. Contractor(s) shall allow the unit to be paired with Radio Frequency (RF) as determined needed by the City. The RF service shall be available in land line and cell variants.

6. **Supplemental Support Services:**

The agency requires administrative, technical, and data management services. Based out of the offeror's twenty-four (24) hours a day, seven (7) days a week monitoring center, the agency requires bi-lingual services aimed at helping officers keep clients accountable. The goal of these services is to relieve officers of clerical and administrative tasks to allow agency personnel to maximize time spent with clients.

All data that is generated, modified, or updated through these supplemental support services must be accessible via phone, email, or tablet.

a. **Automated Check-In:**

- i. The Contractor(s) must provide an automated self-reporting solution that requires clients to call into an Interactive Voice Response (IVR) system.
- ii. Clients must be able to call the system as required to provide daily, weekly, or monthly check-ins.
- iii. The system must be able to verify information for each caller through a series of questions (e.g. "have you had any changes in employment?").
- iv. If there are changes or exceptions to the expected responses, the client must be routed to a live member of the offeror's monitoring center. Contractor(s) staff must update information in the system in real time.
- v. The system must provide automated notifications and reminders to clients.
- vi. The system must have the capability for officers and clients to leave and receive messages from one another.
- vii. The system must provide real-time officer notifications for any noncompliant activity.
- viii. The agency must be able to customize the questions asked by the IVR system.

b. **Documenting Officer Contact with Clients:**



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- i. The Contractor(s) must provide data entry service for officers to record case notes while in the field.
    - ii. The Contractor(s) must provide highly trained staff to transcribe officer notes based on interactions with clients. These services must be provided on a twenty-four (24) hours a day, seven (7) days a week basis.
    - iii. All documentation of case notes must be date and time stamped within the software. These notes should be easily reviewed by authorized staff.
  - c. Alert Management Activities:
    - i. The Contractor(s) monitoring center must accept client calls to verify that clients are adhering to agency-mandated schedules.
    - ii. Clients will call the Contractor(s) monitoring center to verify, schedule, or amend appointments for job interviews, work, school, or doctor visits.
    - iii. The system must enable officers to approve or deny requests by phone or via offeror software.
    - iv. The Contractor(s) monitoring center must conduct initial outbound calls on all EM alerts, placed by persons physically present in the monitoring center. This must occur prior to dispatching alert information to the officer.
    - v. These initial calls should troubleshoot equipment issues or to locate a missing monitored individual.
    - vi. If unsuccessful, the alert must be escalated to the supervising officer for additional action in real time.
  - d. Processing Warrants:
    - i. The Contractor(s) must provide warrant processing services to expand the agency's after-hour coverage.
    - ii. When a client misses a scheduled check-in or is considered absconded, the Contractor must accept calls from officers to process a warrant for the client's arrest.
    - iii. The Contractor must process fingerprint and name matches in the National Crime Information Center (NCIC) database.
  - e. Fee Processing:
    - i. The Contractor(s) must provide fee management services that include client fee collection and processing, for both court-ordered or supervision fees, either electronically or manually.
    - ii. The system must have the ability to configure fee reminders for each individual through an automated notification system.
    - iii. The system must utilize a notification system that alerts clients when payments are due or late.
    - iv. Clients should have the option to pay fees via remittance envelopes or credit card through the offeror's twenty-four (24) hour monitoring center.
- 7. **Smartphone Application:**

The Contractor(s) must provide a client-facing smartphone application that provides supervision tools for agency personnel and client tools for accessing community resources.

  - a. Application Features:
    - i. The mobile application must be highly secure and use password protection and other security features.
    - ii. The application must provide a mobile reporting platform to help increase client accountability while in the community.
    - iii. The mobile application must be customizable based on agency preferences and client risks and needs.
    - iv. The data generated, collected, and reported via the mobile application must be accessible within the Contractor(s) electronic monitoring

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- software.
- v. The mobile application must be available in both English and Spanish.
- b. Supervision Tools:
  - i. Check-In:
    - a. The mobile application must biometrically verify client identity and location through fixed or randomly scheduled check-ins.
    - b. The mobile application should offer multiple options for biometrically identifying clients, including facial and voice biometric technology.
    - c. Agency personnel must be able to confirm that clients are compliant with location and curfew through the mobile application.
    - d. The mobile application must collect a GPS point during client check-in to confirm the location of the client.
    - e. The mobile application must be able to process the GPS point collected during a client check-in against the address of a required location at a specific time.
  - ii. Self-Report:
    - a. The mobile application must provide a means for clients to report significant life events (such as address changes, employment updates, program violations, arrests, and contact with law enforcement).
    - b. The mobile application must complete a biometric check-in, complete with GPS point collection, upon completion of the self-report activity.
    - c. The mobile application must allow agencies to create their own questions to be asked to a client.
  - iii. Calendar:
    - a. The application must allow officers to create calendar events of upcoming appointments, such as court dates, officer meetings, and counseling sessions.
    - b. The mobile application must automatically send the client reminders of scheduled events.
    - c. The calendar and appointment reminder features must be flexible and easily customized by the officer.
    - d. The mobile application must provide officers with the option to link biometric check-ins to calendar events to verify attendance at required activities.
    - e. The mobile application must provide officers with the option to require that a client acknowledges an upcoming appointment on their calendar.
  - iv. Messaging:
    - a. The application must contain a messaging feature that allows two (2) way communication between officers and clients.
    - b. All messages must contain a date and time stamp associated with each communication. The content of the messages and associated time and date stamp must be easily retrieved and reviewed within the Contractor(s) electronic monitoring software.
    - c. All messages must contain delivery and read receipt information.
  - v. Documentation:
    - a. The mobile application must allow clients to upload documents,

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such as employment and court information, into the Contractor(s) electronic monitoring software. These documents must be captured as photographs that can be easily reviewed by agency staff.

vi. Client Tools:

- a. The mobile application should list agency-approved service providers for housing, medical, employment, and other essential services.
- b. Listed resources within the application should contain contact information of service providers.
- c. Clients must be able to directly call service providers from within the mobile application.
- d. The mobile application must include access to a Contractor(s) dedicated twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year call center.
- e. Clients must be able to retrieve and review conditions of supervision at any time from within the mobile application.

8. Data Analytics Software:

- a. Contractor(s) must provide advanced data analytics software that is fully integrated with proposed electronic monitoring software. This analytical analysis feature should be designed to evaluate trends in client behavior and calculate potential risk.
- b. The Contractor(s) must provide analysis tools that promote officer work efficiency by providing agency supervisors and leadership with performance metrics. The analysis should provide key metrics correlated with officer productivity based on alert actions.
  - i. Analyzing Alert Actions:
    - a. The agency requires analysis that supports supervisors with monitoring officer efficiencies in managing and responding to alerts.
    - b. The Contractor(s) software must provide consolidated alert closure information, including: the number of alerts by officer within a specific period; categories of alerts and associated resolution times; and average time of alert resolution.
    - c. The Contractor(s) software must provide a graphical display that details outliers of alert trends.
    - d. The Contractor(s) software must be capable of providing consolidated alert closure information that includes: the number of alerts closed by type; the average alert closure time; and an analysis of the five (5) most frequently generated alerts.
- c. The Contractor(s) must provide analysis tools that support officer efficiencies in managing electronic monitoring data and large caseloads. The software should analyze historical and recent data to provide officers with information about client risk patterns, identify high-risk clients, and prioritize alert management.
- d. The software should display the results of client data analysis in a visual format. This visual representation should enable officers to manage higher risk clients at-a-glance.
- e. The software should display a list of clients by officer caseload that are ranked by priority of risk level.
  - i. Comparing and Analyzing Alerts:
    - a. The software should display monitored clients for a specific officer and be able to categorize alert information based

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- on established time periods.
    - b. The software should easily identify clients that generate a high number of alerts.
  - ii. Analyzing Frequently Visited Locations:
    - a. The Contractor(s) software should provide information on the areas and time frames that clients frequently visit or “stop.” This information is critical to determining potential hot spots of undesired activity.
    - b. The Contractor(s) software should automatically aggregate data to provide trends in offender behavior and determine high risk locations.
  - iii. Analyzing Areas of Interest:
    - a. The Contractor(s) software should provide the ability for officers to search for clients that were in proximity of a specific address at a certain time. This feature is critical to assisting officers with determining which clients were in close proximity to a crime scene, victim, or exclusion zone.
    - b. The Contractor(s) software should display all monitored clients that were in a certain area at a predetermined time on a map.
  - iv. Creating Zones Based on Risk Data:
    - a. The Contractor(s) software should contain addresses of locations that are considered high-risk. This information should be updated at least quarterly.
    - b. The Contractor(s) software should leverage these known risk locations to increase efficiency with exclusion zone creation.
  - v. Identifying Absconder Behavior:
    - a. The Contractor(s) software must generate a historical report that details areas where clients frequently stop for a specified timeframe. The Contractor(s) software must analyze this historical information to identify where the client frequently visits—enabling officers to prioritize enforcement activities when clients have absconded.
    - b. The analysis should detail the locations of family, friends, employers, and other locations and the amount of time spent at each location.
9. Online Monitoring Software:  
 Software should be provided as one interface from which to manage an entire caseload, and support all products within this RFP, to include all variations of radio frequency, GPS, and alcohol monitoring equipment. Software should be available twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year from any web-enabled computer, smartphone, or tablet. Software, and the associated server/hardware system should be geographically redundant, and both the primary and backup servers located within the United States of America.
- a. Accessibility:
    - i. Contractor(s) should provide software that can be accessed twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days a year from any device.
    - ii. Contractor(s) should not use third-party software or make plug-ins required.
    - iii. Contractor(s) should be required to have software web interface on one (1) platform, be user friendly and easy to use.



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### b. Reporting:

- i. Contractor(s) should be able to enroll and inactivate clients from software in an efficient manner, with ease.
- ii. Agency should require software that can view and process alerts, view, enter and modify data including zones, schedules, and client demographics, enter violation procedures, customize violation notifications, and pair alerts.
- iii. Agency should require software that is capable of assigning multiple equipment and application types to a single individual.
- iv. Agency should, at a minimum, require software to have functionality to create Standard and custom reports, have the ability to export to Word, Excel or PDF, and schedule one (1) time or recurring reports.
- v. Contractor(s) software should automatically dispatch a notification of a violation to one (1) or more designated personnel. Notifications shall be sent via phone, fax, email, page, text message, as designated by the agency with options for immediate, business hours, after hours or agency recognized holidays, next day, or next business day notification.
- vi. The software shall differentiate GPS points when a violation has occurred.
- vii. Agency should require that software allow officers with GPS caseloads to create circular, rectangular, and polygon shaped zones, that can be easily modified as necessary.
- viii. Agency should require that the software allow officers to find a GPS client's location in near real time.
- ix. Contractor(s) software should have the capability to actively, in near real time, pursue a GPS client as necessary by the Agency.
- x. Contractor(s) software should have the capability to modify a device's setup and configurations by individual client, officer caseload, and for the entire agency.
- xi. Contractor(s) software should be able to have the ability to send messages on command.

### c. Advanced Mapping Capabilities:

- i. Agency should require that software allows officers with GPS caseloads to have access to sophisticated mapping technologies that are integrated with the software.
- ii. Contractor(s) should be required to use Google Maps™ mapping service to build zones and review client information from software.
- iii. Contractor(s) software should utilize Google Maps in order to be viewed in 2-D or 3-D and provide road, aerial, and bird's eye views of GPS points.

### d. Agency Level Access:

- i. Contractor(s) should incorporate several features that support agency level efficiency.
- ii. Contractor(s) software should be required to incorporate inventory management and allow agency to view inventory data across multiple sub agencies and easily transfer equipment between them.
- iii. Contractor(s) software should allow agencies to create zones and permissions at the agency level, rather than building them individually for each client.

## 6. **DELIVERY:** All items must be delivered to the following address:

City of Mesa Court  
250 E 1<sup>st</sup> Avenue

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Mesa, AZ 85210

7. **TERM:** This solicitation is for awarding a purchasing contract to cover an initial five (5) year term. An estimated initial term of June 1, 2022, through May 31, 2027, not including any extensions or renewals subject to the terms of the Agreement. If the commencement of performance is delayed because the City does not execute the Agreement at this start date, the City may adjust the start date, end date, and any milestones to reflect the delayed execution.
8. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
9. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
10. **PRICING:**
  - a. **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a

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request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

11. **TYPES AND AMOUNTS OF INSURANCE:** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
- d. Professional Liability (Errors and Omissions Liability), the Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance.

Before the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled, or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation".** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

## **ATTACHMENT A**

### **PRICING**

Respondents must respond to the pricing items below. Responses shall be submitted through the City of Mesa's Purchasing Website at <https://vendor.mesaaz.gov/> under the appropriate Solicitation opportunity. Submissions submitted elsewhere or under the wrong Solicitation will not be considered.

Each Respondent awarded an item under this solicitation may offer their complete product and service offering for offender monitoring equipment items, accessories, and services. Pricing for complete product offering will be determined by a percentage discount off the offeror's retail price list. The pricing percentage discount offered must be entered in the offeror's response. The City reserves the right to accept or reject any or all balance of line items offered.

**PRICING:** All prices quoted shall be firm and fixed for the specified contract period and shall be all inclusive of labor, materials, transportation, general and administrative overhead, training, maintenance, and profit.

**SPECIAL OFFERS/PROMOTIONS:** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor(s) may conduct sales promotions involving price reductions for a specified lesser period. Contractor(s) may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the contract term and such lower pricing shall not be applied as a global price reduction under the contract.

#### **PRICING ITEMS:**

##### A.1 Definitions:

- a. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by Respondent. Include all service reporting levels offered.
- b. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by Respondent.
- c. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by Respondent.
- d. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by Respondent, including continuous alcohol monitoring, continuous alcohol monitoring/radio frequency (RF) tracking and mobile breath alcohol monitoring.
- e. **Supplemental Support Services:** Secure, on-line 24/7/365 live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee processing.
- f. **Smartphone Application:** A secure smartphone application and supervision tool offered by Respondent, utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
- g. **Data Analytics Software:** A secure data analytics software package offered by the Respondent, which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
- h. **Online Monitoring Software:** The secure online monitoring software available from the Respondent, that officers will utilize to manage agency, officer, and offender data, view status, complete monitoring tasks in real-time, and is accessible 24x7 from any web-based computer or mobile device with internet access.

## **ATTACHMENT A**

### **PRICING**

- i. **Related Products, Services and Solutions:** Additional related products, services, or solutions available from the Respondent, such as but not limited to, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

#### A.2 Considerations During Vendor Pricing:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section D as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Contractor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

All items not itemized in the pricing below which are instrumental to completing the project will be at the cost of the Contractor to supply at no additional charge to the City.

Pricing shall be in the format described below. Alternative approaches for the pricing of the requested products and services may be provided; however, such alternate approaches shall be described separately and must be in addition to the format below. Do not include cost or price figures anywhere except in the Cost Proposal.

All pricing shall be in usage day format, in the following order:

1. **Active, Passive and/or Hybrid Global Positioning Satellite Tracking:** The complete range of active, passive and/or hybrid global positioning satellite tracking products, services and solutions offered by the Contractor. Include all service reporting levels offered.
2. **Radio Frequency (RF) Tracking:** The complete range of radio frequency tracking products, services and solutions offered by the Contractor.
3. **Video and/or Voice Tracking/Verification/Message Reporting:** The complete range of video and/or voice tracking/verification/message reporting products, services and solutions offered by the Contractor.
4. **Alcohol Monitoring:** The complete range of alcohol monitoring products, services and solutions offered by the Contractor, including continuous alcohol monitoring, continuous alcohol monitoring/radio frequency (RF) tracking and mobile breath alcohol monitoring.
5. **Supplemental Support Services:** Secure, on-line twenty-four seven (24/7) three hundred and sixty-five (365) days a year live operator and call center support that provides services to alleviate agency/officer workload by providing administrative assistance including automated check-ins, data entry for documenting contacts and activities, alert management, warrant and fee processing.
6. **Smartphone Application:** A secure smartphone application and supervision tool offered by the Contractor, utilized as an alternative or in conjunction with electronic monitoring devices, which provides offender GPS location information, biometrically verifies offender identity, and provides offender tools to increase positive outcomes.
7. **Data Analytics Software:** A secure data analytics software package offered by the Contractor, which utilizes electronic monitoring data to analyze client behavior and calculate potential risks.
8. **Online Monitoring Software:** The secure online monitoring software available from the Contractor, that officers will utilize to manage agency, officer, and offender data, view status,



## **ATTACHMENT A**

### **PRICING**

complete monitoring tasks in real-time, and is accessible twenty-four seven (24/7) from any web-based computer or mobile device with internet access.

9. **Related Products, Services and Solutions:** Additional related products, services, or solutions available from the Contractor, such as but not limited to, day reporting center for adult and juvenile offenders, field service electronic monitoring program, victim alert device, etc.

The above order will be the format used for items 1, 2, and 3 listed below and used for considerations during vendor pricing:

1. INSERT ALL PRICING STRUCTURES AND SERVICE LEVELS OFFERED FOR CONSIDERATION.

This pricing structure is to assume all entry and installation is conducted by City personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

2. COST PROPOSAL FOR ALL THE ABOVE CATEGORIES INCLUDING MONITORING AND INSTALLATION/DEACTIVATION.

This pricing structure is to assume all entry and installation is conducted by Contractor personnel. Include all pricing options and service plans to be considered in the evaluation of the RFP. Pricing should be Usage Day cost for equipment and all incidentals and accessories required to provide service for that piece of equipment.

3. TIERED NATIONAL PRICING.

Contractor is to propose pricing using your applicable (quantity) thresholds for all items in 1 and 2 above. Pricing should be structured in as flexible a manner as possible to allow for the different configurations of many public agencies with diverse needs. Arizona pricing shall correspond with the discount structure proposed nationally. **Failure to have pricing correspond may be cause for rejection of your offer.**

**ATTACHMENT B**  
**REQUIRED RESPONSE FORMS**



Solicitation Required  
Response Forms.docx

(Double Click Icon to Open)

**ATTACHMENT C**  
**OMNIA DOCUMENT REQUIREMENTS**



OMNIA  
Requirements Attac  
(Double click to open)

**ATTACHMENT D**  
**PROPROSER QUESTIONS AND REQUIREMENTS**



Proposer Questions  
Attachment D.pdf

(Double Click to Open)

## **ATTACHMENT E**

### **CLOUD SECURITY REQUIREMENTS**

#### **1. Purpose**

The purpose of this policy is to provide security guidelines for cloud computing services and applications to mitigate associated risks. This focuses on:

- Managing access
- Protecting data:
  - In transit over private and public networks
  - In process
  - At rest
- Complying with all applicable local, state, and federal laws and other contractual obligations

#### **2. Scope**

This policy applies to all City of Mesa employees, contractors, consultants, temporary employees, and other third-party workers who have access to, interact with, and provide IT services for the City of Mesa.

Cloud computing refers to implementations of Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS), Function as a Service (FaaS), and any other IT services that are delivered by third-party vendors or service providers outside of the City enterprise computing environment.

#### **3. Policy**

The goal of this policy is to:

- Ensure proper service provider selection for smooth integration of cloud services with existing infrastructure, software, security policies, and standards
- Establish security and access control standards to safeguard information that exists in a cloud environment.
- 
- Ensure that proposed cloud service matches the data classification requirements set forth by the data owner. For example, if the cloud service handles CJIS data then the cloud service would need to encrypt data at rest and in transit, as well as need to be approved by the Arizona Department of Public Safety.

To meet these objectives, policies are needed that will base service provider selection on criteria that ensure security, integration using best practices, and interoperability. In addition, policies must address information as it exists in three states: data in transit, data in process, and data at rest.

##### **3.1 Service Provider Selection**

The service provider's security standards must meet or exceed those required by the City of Mesa. The characteristics of the service provider's deployment model will determine the required system protection in the context of logical and physical boundaries, trust boundaries, and data flow.

The service provider's offerings must comply with the integration, interoperability, and portability objectives required by Mesa for the desired computing framework. For example, standardized APIs must be supported for interoperability, ease of data migration, and seamless security functions.

Performance standards must meet requirements for availability, computing speeds, provisioning, and access.

##### **3.2 Data Protection:**



## **ATTACHMENT E**

### **CLOUD SECURITY REQUIREMENTS**

#### **Data in Transit**

Data in transit, between the cloud computing service provider and the City of Mesa network, must be secure. Modern, industry-accepted encryption standards must be used to protect data in transit.

#### **Data in Process**

Processing of data must use techniques to prevent data leakage, protect data in memory, and prevent unauthorized manipulation.

#### **Data at Rest**

Techniques must be implemented to prevent data tampering, unauthorized access, copying, altering, or deleting from the original while data are stored at rest in the cloud computing environment.

### **3.3 Cloud Access:**

- Identity management and access control functions must be supported to enable authorized users and protect against unauthorized access, disclosure, modification, and monitoring.
- Service Providers must also prevent unauthorized access to the cloud computing infrastructure.
- Configurations must be of the secure-by-default model.
- Trust boundaries must be defined among cloud providers and end users to ensure that the responsibilities to implement security controls are clearly identified.
- To ensure the confidentiality, integrity, and availability of Mesa information, the following minimum data security standards shall be observed:
  - Vendor-supplied defaults for system passwords and other security parameters shall be changed.
  - All systems shall be protected against malware and anti-virus software shall be updated regularly.
  - All systems will be updated with patches/fixes in a timely fashion.
  - Technical safeguards, including encryption, shall be used for protected or confidential information
  - City of Mesa ITD security standards must be referenced for compliance

### **3.4 Cloud Auditor**

Cloud computing vendor contracts shall include language allowing for a Cloud Auditor. This will allow for an independent assessment of cloud services, information system operations, performance, and security of the cloud implementation. The verification of security controls, correct implementation, confidentiality of data, and overall desired outcomes must be performed depending on the nature of the cloud services received and classification of data transmitted to those cloud services.

## **4. Enforcement**

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment per Management Policy 326. Contractors, consultants, temporary employees or any 3rd party found abusing this policy may be subject to termination of their contract/agreement and possibly further legal action, depending on the nature and scope of the infraction. Exceptions to the above policy may be requested. All exceptions must be approved by the CISO.

## **5. Data Classification**

## **ATTACHMENT E**

### **CLOUD SECURITY REQUIREMENTS**

Data classification for information that is communicated to, processed by, or stored in a cloud computing environment can vary based on the application and nature of the data. Protected or confidential data shall be classified as “**Confidential Use Only.**”

**6. Data Security**

Additional data security measures may be implemented by ITD – Security to strengthen the CoM security posture.

**7. Revision History**

5/2/18 – Updates to include additional feedback

4/17/18 – Updates to include some of Jason Bennett’s feedback

4/10/18 – Original draft created by David Pensyl

**EXHIBIT 1**  
**DRAFT AGREEMENT**



**AGREEMENT PURSUANT TO SOLICITATION**

**CITY OF MESA AGREEMENT NUMBER 2022118  
OFFENDER MONITORING SOLUTIONS**

**CITY OF MESA, Arizona ("City")**

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Nicole Arnold Procurement Officer I
E-Mail	Nicole.Arnold@MesaAZ.gov
Phone	(480) 644-2653

With a copy to: City of Mesa – Municipal Courts Department  
Attn: Name, Title  
P.O. Box 1466  
Mesa, AZ 85211-1466  
EndUserEmail@MesaAZ.gov

**AND**

**COMPANY NAME, ("Contractor")**

Mailing Address	
Remit to Address	
Attention	
E-Mail	
Phone	
Fax	



## **EXHIBIT 1** **DRAFT AGREEMENT**

### **CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION**

This Agreement pursuant to Solicitation ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

### **RECITALS**

- A. The City issued Solicitation number 2022118 ("Solicitation") for **OFFENDER MONITORING SOLUTIONS**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

### **TERMS & CONDITIONS**

1. **Term**. This Agreement is for a term beginning on **TBD** and ending on **TBD**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.
  - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within four (4) days after receipt of an order.
2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.



## **EXHIBIT 1**

### **DRAFT AGREEMENT**

3. **Orders.** Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
  - a. Agreement
  - b. Exhibits
    1. Mesa Standard Terms & Conditions
    2. Scope of Work
    3. Other Exhibits not listed above
  - c. Solicitation including any addenda
  - d. Contractor Response
5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period before bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.



**EXHIBIT 1**  
**DRAFT AGREEMENT**

- 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.
- 5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:
- a. Contractor name, address, and contact information;
  - b. City billing information;
  - c. City contract number as listed on the first page of the Agreement;
  - d. Invoice number and date;
  - e. Payment terms;
  - f. Date of service or delivery;
  - g. Description of materials or services provided;
  - h. If materials provided, the quantity delivered and pricing of each unit;
  - i. Applicable Taxes;
  - j. If applicable, mileage or travel costs; and
  - k. Total amount due.
- 5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.
- 5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

**6. Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.



**EXHIBIT 1**  
**DRAFT AGREEMENT**

- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Before the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
  - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
  - 6.9.3 Automobile liability, bodily injury, and property damage with a limit of \$1 million per occurrence including owned, hired, and non-owned autos.
  - 6.9.4 Professional Liability (Errors and Omissions Liability), the Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance.



**EXHIBIT 1**  
**DRAFT AGREEMENT**

7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work
- (B) Pricing
- (C) Mesa Standard Terms and Conditions

**EXHIBIT 1**  
**DRAFT AGREEMENT**

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.



**EXHIBIT 1**  
**DRAFT AGREEMENT**

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF MESA, ARIZONA**

**CONTRACTOR NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REVIEWED BY:

By: \_\_\_\_\_  
Nicole Arnold  
Procurement Officer I



**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT A**  
**SCOPE OF WORK**

*The Scope of Work and Vendor Response will be added here when Agreement is finalized.*

DRAFT

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT B**  
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

DRAFT

**DRAFT AGREEMENT**  
**EXHIBIT 1**

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent, will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing the necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

## **DRAFT AGREEMENT**

### **EXHIBIT 1**

- in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
    - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
    - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
    - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
    - iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
  - d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity, and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
  - e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
  - f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of \$100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.



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**10. SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

**11. AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City.

**12. PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*), and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial processes.

- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event, the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other methods that tracks the delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court-ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court-ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

**13. AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing, or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or City offices, as determined by the City.

**14. BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

**15. SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

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**EXHIBIT 1**

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from the performance of services under this Agreement.

**16. DEFAULT.**

- a. A party will be in default of the Agreement if that party:
  - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
  - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
  - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or an illegal manner; or
  - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give written assurance of its intent and ability to perform. In the event, demand is made, and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

**17. REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

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- d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINTS.** The City is a governmental agency that relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days before the stated termination date.
22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION; LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"); (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.
  - b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

## **DRAFT AGREEMENT**

### **EXHIBIT 1**

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workmanlike and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.  
  
Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement, and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City's real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

**DRAFT AGREEMENT**  
**EXHIBIT 1**

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided, and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other items (s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided, however, under no circumstances will delay caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts, and government agencies in the State of Arizona with the approval of Contractor. Such usage by other entities must be in accordance with the statutes, codes, ordinances, charter, and/or procurement rules and regulations of the respective government agency. This contract is also available to other public agencies registered with OMNIA Partners.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor, or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact



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with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members, or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, the receipt will be deemed effective upon delivery. If sent via certified or registered mail, the receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, the receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising before the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.
47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

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**EXHIBIT 1**

48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.
49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards (“PCI DSS”) and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City’s and/or any customer’s credit card data in its possession, even if all or a portion of the services to the City are subcontracted to third parties.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378      FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
<b>INSURED</b> The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Insurance Company of P</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance</td> <td style="text-align: center;">26247</td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER D: Steadfast Insurance Company</td> <td style="text-align: center;">26387</td> </tr> <tr> <td>INSURER E: Ironshore Specialty Insurance Company</td> <td style="text-align: center;">25445</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: American Guarantee and Liability Insurance	26247	INSURER C: AIU Insurance Company	19399	INSURER D: Steadfast Insurance Company	26387	INSURER E: Ironshore Specialty Insurance Company	25445	INSURER F:	
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## COVERAGES

**CERTIFICATE NUMBER: W22382504**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000
	<input checked="" type="checkbox"/> <b>Civil Rights</b>	Y	Y	1729003	10/01/2021	10/01/2022	MED EXP (Any one person) \$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	4594443	10/01/2021	10/01/2022	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						Deductible \$ 1,000,000.00
	<input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			IPR 3792274-06	10/01/2020	10/01/2022	EACH OCCURRENCE \$ 15,000,000
	DED RETENTION \$						AGGREGATE \$ 15,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	065885756	10/01/2021	10/01/2022	E.L. EACH ACCIDENT \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
							E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<b>Medical Malpractice</b>			6547191	10/01/2021	10/01/2022	Limit 5,000,000 Agg 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**General Liability:** Contractual Liability is provided per form CG0001 - Commercial General Liability. Coverage includes Severability of interest and Cross Suits. Sexual Molestation - Physical Abuse is not excluded under the General Liability policy. Blanket Additional Insured is included to Certificate Holder as respects General Liability if required by written contract. Insurance is Primary and Non Contributory. Blanket Waiver of Subrogation is provided as respects General Liability as required by written contract.

SEE ATTACHED

## CERTIFICATE HOLDER

## CANCELLATION

Alachua County Board of County Commissioners 12 SE 1st Street, 3rd Floor Gainesville, FL 32601	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Britt Fyle</i></p>
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ACORD 25 (2016/03)

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SR ID: 21652266

BATCH: 2256587

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.		<b>NAMED INSURED</b> The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Blanket Additional Insured is included to Certificate Holder as respect Automobile Liability if required by written contract.

Blanket Waiver of Subrogation is provided as respects Automobile Liability as required by written contract.

Blanket Waiver of Subrogation is provided as respects Workers Compensation as required by written contract, as permitted by law.

INSURER AFFORDING COVERAGE: Steadfast Insurance Company

NAIC#: 26387

POLICY NUMBER: IPR 3792303-09

EFF DATE: 10/01/2021

EXP DATE: 10/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Loss	\$3,000,000
	Annual Aggregate	\$3,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: 065885755

EFF DATE: 10/01/2021

EXP DATE: 10/01/2022

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - WI	Each Accident	\$2,000,000
Per Statute	Disease Each Empl	\$2,000,000
	Disease Pol Limit	\$2,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: 065885758

EFF DATE: 10/01/2021

EXP DATE: 10/01/2022

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - NY	Each Accident	\$2,000,000
Per Statute	Disease Each Empl	\$2,000,000
	Disease Pol Limit	\$2,000,000

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



# **ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

<b>AGENCY</b> Willis Towers Watson Southeast, Inc.		<b>NAMED INSURED</b> The GEO Group Inc and All Subsidiaries including B.I., Incorporated 4955 Technology Way Boca Raton, FL 33431	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

**INSURER AFFORDING COVERAGE:** AIU Insurance Company **NAIC#:** 19399  
**POLICY NUMBER:** 065885757 **EFF DATE:** 10/01/2021 **EXP DATE:** 10/01/2022

**SUBROGATION WAIVED:** Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation - CA	Each Accident	\$2,000,000
Per Statute	Disease Each Empl	\$2,000,000
	Disease Pol Limit	\$2,000,000

**INSURER AFFORDING COVERAGE:** National Union Fire Insurance Company of Pittsburgh **NAIC#:** 19445  
**POLICY NUMBER:** 4594445 **EFF DATE:** 10/01/2021 **EXP DATE:** 10/01/2022

**ADDITIONAL INSURED:** Y

**SUBROGATION WAIVED:** Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - VA Only	Any Auto - CSL Limit:	\$5,000,000
Any Auto including		
Hired & Non-Owned		

**INSURER AFFORDING COVERAGE:** National Union Fire Insurance Company of Pittsburgh **NAIC#:** 19445  
**POLICY NUMBER:** 4594444 **EFF DATE:** 10/01/2021 **EXP DATE:** 10/01/2022

**ADDITIONAL INSURED:** Y

**SUBROGATION WAIVED:** Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability - MA Only	Combined Single Limit	\$5,000,000
Any Auto including		
Hired & Non-Owned		

**INSURER AFFORDING COVERAGE:** Ironshore Specialty Insurance Company **NAIC#:** 25445  
**POLICY NUMBER:** 004443800 **EFF DATE:** 10/01/2020 **EXP DATE:** 10/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Incident	\$10,000,000
	Policy Aggregate	\$10,000,000
	Retention	\$100,000