



City Of Memphis

Offender Tracking Bracelet Equipment and Services

Request for Proposal # 2092

**Prepared By: Information Services
Closing Date for Proposals: December 11th
Proposals Accepted at Attn: Purchasing Agent
Offender Tracking Bracelet Equipment and Services
125 N. Main Street, Suite 354
Memphis, TN 38103
E-Mail Inquires: ciorequests@memphistn.gov**

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CITY OF MEMPHIS DEPARTMENT OF INFORMATION SERVICES

Request for Proposal (RFP)

Offender Tracking Bracelet Equipment & Services Solution

The City of Memphis (hereinafter referred to as “City”) invites qualified Vendors to provide proposals for the implementation of a Revised Offender Tracking Bracelet Equipment & Services Solution for the Information Services Department of the City.

The selected Vendor will be contractually responsible for all services denoted in the document. The City will be accountable for the management of this contract.

All questions pertaining to the RFP must be forwarded to the City at the e-mail address listed on the front page of the document under “**E-Mail Inquiries.**”

Interested parties should carefully review this RFP, including all requirements, terms, conditions, performance standards, and financial penalties to ensure the most responsive proposals.

1.0 Introduction

The Information Services Division (IS) of the City provides services to satisfy the information needs of all Divisions. Subsequently these Divisions use this information to better serve the citizens of Memphis quickly and efficiently. By implementing the Offender Tracking Bracelet Equipment & Services Solution the City would be better positioned to serve the Citizens need for information. This is the implementation of a new program.

The Memphis Police Department is planning to deploy approximately fifteen hundred (1,500) one piece offender tracking devices to Criminal Justice/Law-Enforcement agencies in six counties in three states. The states and counties involved are;

1. Tennessee – Lauderdale, Tipton, Fayette and Shelby Counties
2. Arkansas – Crittenden County
3. Mississippi – Desoto County

The purpose of this Request for Proposal is to select a vendor to provide equipment and service for a one-piece active GPS offender tracking device. The City of Memphis will enter into a negotiated contract with the selected vendor.

1.1 Overview of Work

The proposed type of electronic monitoring/tracking system is multi-integrated to primarily track an offender's movements, monitor, check, and verify that offenders remain at home or comply with a schedule during specified time periods. The system shall automatically check and report violations of zone violations, curfew schedules, equipment status, and other functions deemed appropriate by the City of Memphis.

The City of Memphis Police Department and participating law-enforcement agencies are the data owners.

1.2 Schedule of Activities

Activity	Date
Distribution of RFP	11/20/09
Deadline for questions	11/30/09
Responses to questions posted	12/04/09
Proposal Due (Mandatory) by 2:00 P.M.	12/11/09
Earliest Date to Open Sealed Proposals by RFP Committee	12/11/09
Oral Presentation by Vendors (optional at City discretion)	

1.3 Term of Contract

The initial contract term plus options shall be for a period of 1 year, renewable by the City for 4 periods of 12 months. The contract will establish unit prices, which must remain firm within each contract period. The successful vendor may submit to the City, for its consideration, a written request for a contract price adjustment no later than ninety (90) days prior to the beginning of each successive term. (See section 3.7, Requests for Price Adjustments).

2.0 Contract Scope

2.1 Sole Responsibility

The successful Vendor shall assume full responsibility for meeting all requirements agreed to in the response to this RFP.

2.2 Sole Contact

Further, the City will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including the performance of warranty services and the payment of any and all charges resulting from contract obligations. Upon contract award, the selected Vendor will be directly responsible for all of its personnel, and the selected Vendor will designate an account manager who will serve as the point of contact for the City for billing, additions, moves, deletions, training, repairs, or any other requests or inquiries.

2.3 Account Manager and Location

The Vendor will assign a dedicated Account Manager to service this account.

2.4 Contract Negotiations

The City may elect to contract with multiple Vendors for contract negotiations. Realizing that the final basis for agreement between the Vendor(s) and the City must be a contract (Exhibit 2), Vendors must indicate their willingness to negotiate a contract acceptable to both parties. This RFP and specified portions of the Vendor proposal will be included in such contract. The City will not execute the Vendor's standard contract.

2.5 Subcontracting

The Vendor will not assign this contract. Nor shall the Vendor subcontract or permit anyone, other than the Vendor's personnel, to perform any of the services, except with the written consent of the City.

2.6 Delivery Time

Delivery schedule will be discussed during contract negotiations.

2.7 Technology Development

The Vendor must keep abreast of technological advances and make the City aware of new technology as it becomes available, within the scope of services provided under the requirements of this RFP.

3.0 Requirements

The following section details the specific requirements for current equipment. Future equipment needs will be detailed on an as needed basis.

3.1 Equipment Requirements

Should the City elect to purchase any equipment under the contract resulting from the RFP, such equipment must meet the following requirements:

a) New Equipment. The devices must be newly manufactured equipment under warranty.

b) Full Range of Features and Functions. The City wishes to obtain wireless offender tracking equipment containing a wide range of the latest technological features, for the most reasonable price.

c) Durability. Any equipment purchased must be sufficiently durable to withstand prolonged and intensive use that may subject the equipment to considerable stress, minimizing the need for loaner or replacement equipment.

d) Sample of Equipment. The vendor must provide production unit samples of tracking equipment bid, upon request.

e) Demonstration. Upon request, the vendor must provide a full demonstration of the products being proposed within two days of the request. The demonstration must be done within the City during business hours.

f) Spare Equipment. An inventory of offender tracking equipment must be furnished to the City to be used as immediate replacements. This stock must be replenished as needed at no cost.

g) Pickup and Delivery. Pickup and delivery service of equipment or supplies being purchased or of equipment requiring service must be made at the City user's location.

h) Training. Individual or group training on offender tracking equipment and/or network usage must be provided at no additional charge. Software training should be provided for 20 users over three shifts. Hardware training should be provided for 15 Pre-Trial personnel to attach and remove devices and create profiles. Training will be non recurring. Vendor should supply electronic copies of training materials.

3.1.1 Offender Tracking Bracelet Requirements

1) Device Specifications

- a) Must be capable of being set to a fully active monitoring mode for exigent circumstances (violations of inclusion/exclusion zones by violent offenders)
- b) Must have layered location technology verification ;(In the absence of a GPS signal a location can still be obtained using assisted GPS or comparable technology such as AFLT-Advanced Forward Linked Tri-Lateration)
- c) Configure and evaluate a minimum of 90 inclusion/exclusion zones for immediate analysis
- d) Collect a data point at least once every minute; upload of all ten points every ten minutes
- e) Store event memory into a Central Information System at the City of Memphis
- f) Must store up to 2 days of data should the device lose communication with the wireless signal
- g) Has a tamper proof securing device and tamper resistant strap
- h) Is programmable with immediate tamper alerts including strap tampers
- i) Is programmable with immediate alerts of at a minimum, inclusion zone violations, exclusionary zone violations, and low battery alarm
- j) One-piece, lightweight complete GPS device that securely attached to the offender's ankle

- k) Acquires GPS within 2 minutes when placed in an outdoor environment
- l) Battery
 - Life of at least 12 hours when collecting data at least once every minute
 - Replaceable by a supervising officer;
- m) Electronic charger unit that uses a standard wall outlet power source to recharge battery
- n) Retains data if the battery is depleted;
- o) Shockproof, water resistant up to 50 ft submersed
- p) Alert notifications

2) Software Requirements:

- a) Web based application that will function with current Internet Explorer platform;
- b) Application and GPS data must reside at a City facility on City owned hardware; data will be housed in SQL server database
- c) Must be able to view current and historical location and alarm information remotely
- d) Must be configurable such that the City will be able to view and manage all devices
- e) Affiliated agencies must be able to view and manage only their own devices

3) Costs:

- a) MPD anticipates purchasing 1500 devices. Vendor must provide pricing range for additional devices using a tiered pricing schedule.
- b) Monthly cost per device pricing is to include airtime, licensing, taxes, fees, and warranty per day per device when activated. This does not include device cost.
- c) No daily airtime cost when the device is not active.
- d) Web-Server Licensing/Annual Maintenance
- e) Annual Device Maintenance-should be listed separately and the scope of maintenance should be detailed.
- f) Activation/Deactivation costs should be shown separately.
- g) Agencies Affiliates (Fed, State, Local and Private Sector) may purchase from this contract if data is stored on our server but must be invoiced separately.
- h) Costs associated with a two piece device

b) Response Questions.

Response Questions	Answers
What measures have been taken to prevent the offender from defeating the device? (Please describe)	
Defeat by shielding the device with aluminum foil or other material	
Defeat by device removal	
Defeat by Battery power loss	
Describe all alarms that the device is capable of sending and what if any charges are associated with the alarms	
What is the length of time the battery will last on a full charge when the device is set to capture its location once every minute and report its locations captured every 10 minutes? (explain if this configuration is not possible)	
How long does it take to fully charge the battery?	
What is the warranty period of the device and what is covered by the warranty? (Use plain English)	
Describe the costs for all device accessories	
Replacement batteries	
Replacement leg straps	
Replacement charging units	
Describe the procedure for the attachment or removal of devices on offenders and the locations on the body where the device may be attached. (List any special tools that are required and the cost of the tool)	
Describe all methods of sending alerts from the system	
Describe all alerts generated by the system	
Describe charges associated with the return and repair of broken or defective devices including any shipping and handling charges. For instance, the device is broken by the offender and is recovered by the agency.	
Describe charges associated with lost devices. For instance a device is removed by the offender and not recovered.	
Describe the process to activate and deactivate the device and what charges are incurred/saved when the device is activated/deactivated (including wireless fees)	

3.2 Hardware Maintenance Requirements

Vendor maintenance must meet the following requirements:

a) **Repair Standards.** The Vendor will comply with the following standards for repairs:

- Manufacturer-recommended parts or equivalent. Repairs must be made using only original replacement parts as recommended by the equipment manufacturer or their exact equivalent.
- Equipment cleaning. Vendor must remove all oil, water, dust and foreign substances from the equipment when making repairs.
- Manufacturer-recommended procedures. The Vendor must follow any prescribed routine maintenance procedures from the manufacturer.

b) Normal and Emergency Service. The Vendor agrees to provide normal service (e.g. repair or replace equipment, reprogramming, etc.) between 8:00 AM and 5:00 PM Monday through Friday excluding holidays. When equipment is returned to Vendor for repair the turn around period will be seven calendar days.

c) Service Dispatch Number. The Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week. The Vendor must also submit a toll-free customer service telephone number accessible from anywhere within the United States.

d) Routine Support Number. Vendor will provide a telephone number and contact person who may be called for simple operational questions, such as how to use web features, etc.

3.3 Software Maintenance Requirements

Vendor maintenance must meet the following requirements:

a) Software Maintenance. Notify City of software updates at least three weeks in advance.

b) Normal and Emergency Service. The Vendor agrees to provide next day support including weekdays, after hours and holidays.

c) Service Dispatch Number. The Vendor must provide a service dispatch number answered 24 hours a day, 7 days a week. The Vendor must also submit a toll-free customer service telephone number accessible from anywhere within the United States.

d) Routine Support Number. Vendor will provide a telephone number and contact person who may be called for simple operational questions, such as how to use web features, etc.

3.4 Invoicing Requirements

Vendor invoicing must meet the following requirement:

Invoice Format & Date. The invoices for City will be presented monthly as a paper invoice and an accompanying electronic data file, in CSV format, documenting charges for the same period.

3.4 Customer Account Changes

Requests for changes to the City's account, such as changing billing arrangements for the account, will be fulfilled by the Vendor upon receipt of a telephone call, fax, or e-mail from the City's designated contact person. Vendor will respond to City requests for additions, deletions, and feature changes within 24 hours of request.

3.5 Competitive Pricing

The City expects to receive the lowest prices the Vendor is charging other organizations purchasing similar quantities of Offender Tracking Bracelet Equipment & Services Solution.

The City reserves the right to terminate the contract if, in the City's opinion, prices are deemed to be out of line with the general marketplace.

3.6 No Obligation to Purchase

The City does not guarantee the purchase of any wireless service, maintenance, or equipment during the term of the contract.

3.7 Requests for Price Adjustments

Should the City choose to renew the contract for a further 12-month period, vendor may request adjustments to its pricing. Such requests **MUST** be submitted in writing SIXTY days prior to the annual renewal date. Requests must be submitted via certified delivery requiring return receipt and **MAY NOT** be submitted as a bill insert or as part of a monthly statement.

Submit all requests for price adjustments to the following address:

**City of Memphis, Information Services
5125 Elmore Rd., Suite 6
Memphis, TN 38134**

Price adjustments must be approved **IN WRITING** by the City. Approved price adjustments will become effective at the beginning of the next contract renewal period.

4.0 Vendor Qualification

4.1 Business Operation, Account Manager, Location and Business Compliance

- a. Vendor must have experience in providing similar support and services for a minimum of five (5) years.
- b. As part of this RFP the City expects the selected Vendor(s) to provide a dedicated account manager who will be the single point of contact for all issues regarding the Offender Tracking Bracelet Equipment & Services RFP. This individual will work with the City's Staff to proactively address any and all problems/issues.
- c. Vendor must also be in compliance with all City of Memphis, Shelby County and Tennessee business licensing, bond and insurance requirements. Vendor must provide a current copy of its business license.

4.2 Indemnification and Insurance

All listed insurance is required and must be agreed to in the reply of this document.

- a. **Indemnification:** Vendor shall indemnify, defend and save harmless the City, their respective agents, officers, appointed and elected officials and employees from and against any and all claims, suits, actions, including workers' compensation suits and costs of any kind, including all defense costs, all attorney's fees, arising as a result of death, personal injury, or damage to real or personal property caused, in whole or in part, by the acts or omissions of Vendor in connection with this Agreement.

- b. **Insurance:** Vendor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to City's Risk Manager and evidence of such programs satisfactory to the City shall be delivered to the City, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by the City and shall name the City as additional insured on the Commercial General Liability Policy, Business Automobile liability, excess umbrella liability. Vendor shall include the City as loss payees on the property and commercial crime insurance policies. All such insurance shall be issued by a company that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding A- from A.M. Best.

The following coverages are the minimum amounts required:

i. **Commercial General Liability Insurance:** including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. This coverage will also include a waiver of subrogation clause in favor of the City. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.

ii. **Business Automobile Liability Insurance:** endorsed for all owned, non-owned, borrowed, leased, and hired vehicles used by Subcontractor in fulfillment of its obligations under this Subcontract, with a combined single limit of at least one million dollars (\$1,000,000) per accident, and containing a waiver of subrogation clause in favor of Contractor.

iii. **Worker's Compensation:** Vendor shall maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State of Tennessee, including employer's liability with a Five Hundred Thousand Dollar (\$500,000) limit, covering all persons performing work on behalf of Vendor and all risks to such persons under this Agreement.

iv. **Property Insurance:** against all risks of physical loss or damage to property in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.

v. **Professional Liability:** that will cover all acts, errors, or omissions by the Vendor in the amount of One Million Dollars (\$1,000,000) per claim with an annual aggregate of at least Two Million Dollars (\$2,000,000) inclusive of legal defense costs.

vi. **Excess Umbrella Liability Insurance:** in the amount of Five Million Dollars (\$5,000,000) per occurrence. The City shall be included as additional insured.

vii. **Commercial Crime:** Vendor shall maintain a fidelity bond/commercial crime insurance policy, in the amount of not less than Five Million Dollars (\$5,000,000), to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration,

theft, disappearance and destruction, computer fraud and burglary and robbery. Such insurance shall be primary and name the City as loss payee as their interests may appear.

- c. **Failure to Procure Insurance:** Failure on the part of Vendor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which the City may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, the City has the right to go out and purchase insurance. The Vendor will be responsible for all costs and deductibles associated with the purchased insurance.
- d. **Claims Procedure:** The Vendor agrees to notify the City immediately of any claim that may involve the City. Notification should be sent to the City's Risk Management.

4.3 Living Wage Ordinance

In accordance with Ordinance No. 5185, Amendment No. 5257, commonly referenced as the Living Wage Ordinance, any contractor or subcontractor holding a service agreement with the City of Memphis must pay a living wage to each of its employees in the amount of \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. Proof of such compensation must be evidenced by payroll reports which shall include information required by City (Exhibit2, Exhibit D).

4.4 Qualified Service

Vendor must have adequately qualified employees who are available to perform the services that are requested.

5.0 M/WBE (Minority/Women Business Enterprise) Program

The City has a Minority/Women Business Enterprise Program that is designed to increase the participation of minority and women-owned businesses in the City's purchasing activities.

5.1 M/WBE Definition

In accordance with the City of Memphis Ordinance No. 4388, minority-owned businesses are defined as those that are 51% owned and controlled by African Americans. Women-owned businesses are defined as those that are 51% owned and controlled by one or more women, but not African Americans. To qualify as an M/WBE Vendor, a firm must be included on the list of certified M/WBE's, available from:

**Office of Compliance
125 N. Main, Room 440
Memphis, TN 38103**

A list of certified M/WBE Vendor is available from the Office of Compliance, at the address listed above.

5.2 M/WBE Certification

Only those Vendors that have been certified by the Uniform Certification Agency (UCA) in Shelby County and its surrounding counties are eligible to qualify as M/WBE businesses. If the Contractor is a certified firm, enter the following information and submit a copy of your UCA certification:

Minority (MBE): _____ Women (WBE): _____
Certification Number: _____

COMPLY (Insert YES or NO): _____
 EXCEPTION (Insert YES or NO & Specify): _____

5.3 Certified Subcontractor Participation

The City also encourages non-M/WBE Vendor to seek participation in this proposal with an M/WBE Vendor (vendor must adhere to the same provisions stated in section 5.2). Even if you are not an M/WBE Vendor, please explain below any participation by an M/WBE Vendor that is proposed for the project. Include name, address and certification number if any M/WBE participant, plus the estimated percentage of the contract to be awarded to the participant, as follows:

\$ Show the dollar value of the subcontract to be awarded to this Vendor.

% Show the percentage of the total proposal represented by the subcontractor.

M/WBE-Indicate whether the Vendor is MBE by inserting an M, or WBE by inserting a W.

Submission of this proposal commits the Vendor to the firms listed below:

\$	%	M/WBE	Certified Subcontractor's Name, Address and Telephone	Certification #

For additional information regarding certification as an M/WBE Vendor, please contact: Ms. Carlee McCullough at (901) 576-6545.

6.0 General Information

This section covers topics describing the obligations and expectations Vendor.

Advisory – Vendors are encouraged to review this RFP thoroughly, including all requirements, terms, conditions, deadlines and cost information to ensure submission of a timely and responsive proposal. Vendors must fully document all costs and thoroughly explain the anticipated benefits to the City.

6.1 Technology Development

The Vendor(s) must keep abreast of technological advances and make the City aware of new technology as it becomes available, within the scope of services provided under the requirements of this RFP.

6.2 Relevant Local and Corporate Experience

The City requires that each Vendor provide verifiable, documented evidence of local government and corporate experience, preferable in an environment comparable in size and scope to the City, for all the services detailed in its proposal. It is the responsibility of the Vendor to explain how past experiences relate to its proposal, including appropriate quantifiable data. Only verifiable experience with references will be considered.

6.3 Pricing

The cost to the City for the Vendors' various services must be submitted in a cost table in section five (5) of Vendor's response. It should be noted that the City's goal is to provide the best public service possible

and that cost will be only one factor in the evaluation of proposals. Cost submitted should be the Vendor's best and final offer.

6.4 Disclosure of Information

Once the final contract is awarded, the selected Vendor(s) shall not disclose any details in connection with City information without the advance written approval of the City's Contract Administrator. The Vendor may identify its services to clients provided that during the performance period of the contract, the Vendor shall not publish or disseminate commercial advertisements, press releases or feature articles using the name of the City without written consent of the Contract Administrator.

6.5 Proprietary Considerations and Public Records

Responses to this RFP become the exclusive property of the City and are public record according to the City of Memphis Open Records Ordinance No. 5206.

6.6 Non-Responsive Proposals

The City reserves the right to deem proposals non-responsive if any of the documents required by the City are omitted; dates/times related to the RFP are missed, or if the basic required components of the solution and related services are not addressed.

6.7 Proposal Closing Date

Written responses to this RFP must be received by the City no later than 2:00 PM CENTRAL TIME on the date listed in Section 1.2, Scheduled Activities as "Proposals Due (Mandatory)". Sealed responses must be addressed as it appears on the front page of this document titled "Proposal Accepted at".

6.8 Right to Reject

Notwithstanding any other provisions of this RFP, the City reserves the right to reject any or all proposals.

6.9 Inquiries

All questions pertaining to the RFP must be forwarded to the City at the e-mail address listed on the front page of this document under "**E-Mail Inquiries**" (ciorequests@memphistn.gov) ("Appropriate Contact") no later than 4:00 pm CENTRAL TIME on the date listed in Section 1.2, Scheduled Activities - "Deadline for Questions". All questions received by the stated time will be answered in a timely manner. Failure to address questions to the appropriate contact may disqualify a proposal from consideration. Written responses to all properly presented questions will be provided at least 24 hours prior to proposal closure via the City website at <http://www.memphistn.gov>. **Responses will not be emailed, only posted to the website.**

6.10 Prohibitions of Amendments

Once a proposal has been submitted, the City will not accept any amendments or enhancements to the proposal.

6.11 Proposal Cost

Vendors **must** submit cost proposals in the format shown in **EXHIBIT 1**. (It should be noted that the City's goal is to provide the best public service possible and that cost will be only one factor in the evaluation of proposals.)

7.0 Response Format and Mandatory Documents

This section provides an outline of the format and structure of the response to the document. Failure to submit a response that conforms to the format outlined in the section will be considered non-responsive and, as such, will disqualify the Vendor.

Vendors must submit **one (1) original and ten (10) copies** of the proposal, including **two (2) on CD** and must be able to be viewed using Microsoft Office Products or Adobe Acrobat software, supporting manuals, brochures and reports on or before, but no later than **2:00 p.m. CENTRAL TIME on the date listed in Section 1.2, Schedule of Activities as "Proposals Due (Mandatory)."** Proposals received after the closing time and date will be considered late and not entitled to participate in the process. Proposals, copies and related information should be sealed in a single package with the address of the Vendor in the upper left-hand corner and clearly marked with the project name listed on the cover page of this RFP. Sealed responses must be addressed as it appears on the front page of this document titled "Proposal Accepted at".

The following outline is required to be used for Vendor responses

(Including headings, sections and paragraphs)

1. Cover Letter, Corporate Introductions and Company Background
2. Table of Contents
3. Response
4. References
5. Cost Table
6. Completeness
7. Executive Summary

7.1 Response Preparation

In preparing a response to this RFP, the following should be considered:

- a. Proposals should be written clearly, unambiguously and to the extent possible in such a manner that evaluation committee members with little or no technical expertise will understand it.
- b. Proposals should be specific and complete in every detail. However, Vendors are welcome to outline alternative or additional services, provided the associated costs and benefits to the City are clearly presented. While the City encourage Vendor creativity in response to the RFP, the evaluation of proposals will be based primarily on responses to the required elements.
- c. Proposals may be deemed non-responsive if they are substantially an advertisement of past accomplishments and corporate history.
- d. Proposals must conform to the outline, including headings, sections and paragraphs. Vendors may further subdivide specific paragraphs or add relevant sections at the end of their proposals. However, the proposal must be clearly organized so the evaluating committee is able to easily locate responses to specific items.
- e. All specified information must be provided in accordance with the outline. Reference to other documents must only be used to supplement and/or substantiate information outlined in the body of the proposal.
- f. All pages must be sequentially numbered.
- g. All responses shall be firm offers and may not be withdrawn for a period of 120 calendar days following the date listed in Section 1.2, Schedule of Activities as "Proposal Due (Mandatory)".

1. Cover Letter, Corporate Introductions and Company Background

This section shall comprise no more than four (4) pages, including name and address of the firm or joint venture submitting the proposal and the name, address and telephone number of the person(s) authorized to represent the firm or joint venture. If the proposal is being submitted by or on behalf of more than one entity, all entities represented must be clearly identified.

Vendor must provide a brief company description, history and financial status. In addition, Vendor should submit the following information:

- a) **Name.** The name under which the bidder is licensed to do business.
- b) **Address.** The address of the bidder's headquarters office.
- c) **Local Address.** The address of the bidder's local office responsible for the proposed work, if different from the headquarters office.
- d) **Local Officers.** Names, titles and telephone numbers of local officers or representatives of the bidder.
- e) **Years of Local Service Experience.** The number of years the bidder has actively participated in work in Shelby County and its neighboring counties similar to that described in this RFP Section 1.1 Overview of Work.
- f) **Size of Staff.** The number of bidder employees: internationally, nationally and locally. Information must include the total number of employees in Shelby County and its neighboring counties; in particular, the number of technical and support staff presently supporting similar service, their qualifications and length of service.
- g) **Annual Report.** The bidder's most recent annual report or current audited financials. The financial stability of the Vendor and the Vendor's length of time in business will be closely evaluated.
- h) **Customer List.** Names, address and telephone numbers of customers to whom the bidder provides the same/similar services as quoted in this document. References may be contacted to describe their experience with the bidder, including the quality of the bidder's technical support and maintenance. Particular attention will be paid to the number of Shelby and neighboring county customers and the quality of service rendered to those customers.
- i) **Record with the City.** Description of past bidder experience in delivering products or services to The City similar to those required under the contract.
- j) **Warranties.** Description of warranties available from or through the bidder, including manufacturer's warranties on components.
- k) **Current Contract Obligations.** Existing Vendor contractual commitments of similar scope and priority and their estimated impact on the Vendor's ability to service this contract, if awarded.
- l) **Other.** Other general information, as determined by the Vendor to be of importance in evaluating the Vendor.

2. Table of Contents

The table of contents should provide a comprehensive listing of the material in the proposal arranged by section, with a listing of the subject(s) in each section and with pages numbered. The numbering of the proposal must conform to that specified in this RFP Section 7.0, 2. Table of Contents.

3. Response

The Vendor must thoroughly discuss and explain in detail how their response to each requirement in the RFP will be met as stated in section 1.4.

4. References

Vendor must provide references that are able to confirm the successful installation and support of other clients of equal size. The references must include the name, address and telephone number of top-level management contact person for each reference and must include the equipment and services supported within the scope of this RFP. The City must be able to contact the reference without notification to the Vendor. A minimum of three (3) and a maximum of six (6) references must be provided. At least two (2) references should be for contracts of similar size or larger.

5. Cost Table

The cost to the City for the Vendors' various services must be submitted in a cost table. Cost submitted should be the Vendor's best and final offer.

6. Completeness

Although the City has made every reasonable effort, there is no representation made regarding the completeness of the contract requirements. The Vendor is expected to review the requirements and make appropriate recommendations. Any required services, products, or equipment not specified in the proposal will be the sole responsibility of the Vendor and should be listed in this section.

7. Executive Summary

Vendor shall describe in non-technical terms their approach to implementing the requested service, identifying any unique or distinctive services to which the Vendor wishes the evaluation committee to give particular attention. Do not include any pricing in this section.

8.0 Evaluation Process

The evaluation process involves a thorough review of the proposals and selection of a Vendor.

8.1 Evaluation Committee

All proposals will be reviewed by the City of Memphis' staff ("Evaluation Committee") to determine if they contain the minimum essential requirements outlined in the RFP, including instructions governing submission, format and compliance with standard City requirements. Those proposals deemed non-responsive may be disqualified without further evaluation and the Vendor will be notified. The Evaluation Committee will examine each proposal that meets the mandatory requirements and recommend a Vendor to the City. Proposals will be evaluated on the compliance with City requests. Innovative approaches to increase the efficiency and effectiveness of operations will also receive considerations, as will the credibility of the Vendor's commitment to the success of the contract and to its verifiable record of working harmoniously and cooperatively with its clients.

8.2 Evaluation Criteria

The following criteria and accompanying point system shall be used in the evaluation of the Proposals.

Does the device incorporate cellular tower location information and satellite GPS?	5%
Does the Respondent have a satisfactory record, verifiable through references, of services to local customers, comparable in nature and scope to services required under the contract?	5%
In the City's judgment, is the Respondent's warranty adequate?	5%
In the City's judgment, are the Respondent's cost and terms consistent with current market pricing?	30%
Availability of desired equipment and service features	20%
Is the Respondent an M/WBE?	5%
Past experience with the City?	5%
Did the Respondent turn in a concise and complete RFP?	5%
In the City's judgment, is the device dependable?	20%

8.3 Oral Presentations

After preliminary evaluations are completed, a short list of qualified Vendors may be invited to give an oral presentation. This presentation is optional at the discretion of the City.

**EXHIBIT 1
IMPLMEMNTATION COSTS FOR TRACKING BRACELETS**

The cost for the Vendor’s services must be in the following format shown or similar with all the information requested here. All prices must be detailed in the proposal. No additional charges (e.g., transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal. List all components that are included in the base cost, with all extra cost options specifically stated. Other information that must be included in the price proposal is as follows:

Description	Amount
Monthly Device and Airtime fee	
Amount charged for Federal Universal Charges	
Amount charged for Regulatory Charges	
Denote if included in plan price or if there is a separate roaming charge	
Provide a list of equipment and prices for the Vendor’s recommended equipment (Include Replacement Accessories)	
Shipping and handling charges for device return and acceptance	

Exhibit 2

“Proposed Contract” SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into as of this date, month and year (the “Effective Date”), by and between the City of Memphis, with offices located at 125 N. Main St. Memphis, TN. 38103 (hereinafter “City”) and Vendor with offices located at Vendor Address (hereinafter “Vendor”).

WHEREAS Vendor is ready, willing and able to provide the services outlined in this Agreement, under the terms and conditions described herein, and

WHEREAS, this Agreement includes and incorporates the following exhibits:

Exhibit “A”: Scope of Work

Exhibit “B”: Pricing Sheet / Payment Provisions

Exhibit “C”: Employee Acknowledgement and Confidentiality Agreement

Exhibit “D”: Living Wage Ordinance

NOW, THEREFORE, in consideration of the promises and the mutual commitments contained herein, the parties agree as follows:

1. Order of Precedence

In the event of any inconsistency between this Agreement, and any other conditions of sale set forth by Vendor, the order of precedence shall be as follows: this Agreement and any other conditions of sale set forth by Vendor.

2. Third Party Beneficiary

The City and Vendor understand and agree that this Agreement is entered into for the benefit of the City of Memphis, Tennessee and that the City of Memphis (“City” or ‘Client’) is hereby expressly made a third party beneficiary of this Agreement.

3. Services

Vendor shall fully provide, and complete all services and deliverables set forth in Exhibit “A” – Scope of Work. All work will be performed in accordance with the specifications set forth in this Agreement. There is no guaranteed minimum or maximum amount of supplemental services to be purchased under this Agreement, and the Agreement does not grant Vendor the exclusive right to provide any products or services. The City may, upon 15 days prior written notice, terminate any services set forth in Exhibit A pursuant to this Agreement.

4. Personnel

Vendor warrants and represents that all personnel furnished by Vendor under this Agreement are the employees or agents of Vendor. Vendor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. The City shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, health, welfare and disability benefits, Federal and local taxes, or other compensation, benefits, or taxes, for any personnel provided by or

on behalf of Vendor. In addition Vendor shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of Vendor pursuant to this Agreement.

5. Warranties

Vendor warrants that:

- a. Vendor shall strictly comply with the specifications, requirements, standards, and representations set forth in this Agreement and the attachments thereto.
- b. All tasks, deliverables, goods, services, and other work shall be provided by Vendor in a timely and professional manner by qualified personnel.
- c. All tasks, deliverables, goods, services, and other work performed by Vendor shall be complete, uniform in appearance, and in accordance with generally applicable standards in the industry and shall perform according to the requirements as set forth in Exhibit "A" – Scope of Work..
- d. None of the Vendor work product(s) or Vendor material(s) provided under this agreement to the City, nor Vendor's performance of the services will: (i) infringe on the copyrights, trademarks, service marks, trade secrets or trade names of any third party arising or enforceable under the laws of the United States, (ii) infringe on any existing patents of any third party, or (iii) contain confidential or proprietary material misappropriated from any third party.

6. Compensation

All compensation to Vendor under this Agreement shall be paid by the City and shall be set forth on the Pricing Sheet annexed hereto as Exhibit "B" – Pricing Sheet.

Vendor will invoice the City on a monthly basis in arrears. Properly submitted invoices pursuant to this Agreement shall be due and payable by the City thirty (30) days after receipt thereof, subject to receipt of an accurate and timely invoice delivered to the following address:

City of Memphis, Information Services
5125 Elmore Rd., Suite 6
Memphis, TN. 38134

7. Term of Contract

The term of this Agreement shall commence on _____ and shall expire _____ thereafter, - unless sooner terminated, in whole or in part, as provided in this Agreement. The City will have the option to extend the contract term for four (4) additional periods of 12 months each.

8. Indemnification and Insurance

- a. Indemnification: Vendor shall indemnify, defend, and hold harmless the City, its respective agents, officers, employees and elected and appointed officials from and against any and all losses, claims, suits, actions, and costs of any kind, including all reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with, the (i) negligent or intentional acts or omissions of Vendor or Vendor personnel, or (ii) breach by Vendor of any term of this Agreement. In addition, Vendor shall indemnify, hold harmless and defend the City from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Vendor's work under this Agreement.
- b. Insurance: Vendor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the City's Risk Manager, and evidence of such programs satisfactory to the City shall be delivered to the City's Contract Administrator, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance.

Such insurance shall be primary to and not contributing with any other insurance maintained by the City, and shall name the City as additional insured on the Commercial General Liability Policy, Business Automobile liability, excess umbrella liability. Vendor shall include the City as loss payees on the property and commercial crime insurance policies.

All such insurance shall be issued by a company that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding **A-** from A.M. Best. The City shall have the right to include additional requirements or modify the current requirements at anytime during the term of this Agreement as it becomes necessary. The following coverage's are the minimum amounts required but not limited to:

- i. **Commercial General Liability Insurance**, including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate. The general aggregate should apply per location or per project or both. This coverage will also include a waiver of subrogation clause in favor of the City.

If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.

- ii. **Business Automobile Liability Insurance**, endorsed for all owned, non-owned, borrowed, leased, and hired vehicles used by Subcontractor in fulfillment of its obligations under this Subcontract, with a combined single limit of at least one million dollars (\$1,000,000) per accident, and containing a waiver of subrogation clause in favor of Contractor.

- iii. **Worker's Compensation** in an amount and form to meet all applicable requirements of the State where the work is being performed, including employer's liability, with a five hundred thousand dollar (\$500,000) limit, covering all persons performing work on behalf of Subcontractor and all risks to such persons under this Agreement, and containing a waiver of subrogation clause in favor of Contractor.
- iv. **Property Insurance** against all risks of physical loss or damage to property in Subcontractor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.
- v. **Professional Liability** to cover all acts, errors, or omissions by the Subcontractor in the amount of one million dollars (\$1,000,000) per claim, with an annual aggregate of at least two million dollars (\$2,000,000), inclusive of legal defense costs.
- vi. **Commercial Crime:** In the event that Subcontractor responsibility under this Subcontract involves the handling of money, checks, credit cards, securities, and/or third party property, Subcontractor shall maintain a fidelity bond/commercial crime insurance policy including coverage for property of third parties in an amount equal to the estimated annual amount of funds and/or third party property that Subcontractor shall have in its care, custody, or control but in any case not less than five Million Dollars (\$5,000,000) to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such insurance shall be primary and name the Customer and the City as loss payee as their interests may appear.
- vii. **Excess Umbrella Liability Insurance** in the amount of five million dollars (\$5,000,000) per occurrence and listing Customer and the City as additional insureds.

Failure to Procure Insurance: Failure on the part of Vendor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which the City may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, the City has the right to go out and purchase insurance. The Vendor will be responsible for all costs and deductibles associated with the purchased insurance.

Claims Procedure: The Vendor agrees to notify the City immediately of any claim that may involve the City. Notification should be sent to the City's Project Director.

9. Compliance with Applicable Law

Vendor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Vendor shall indemnify and hold harmless the City and the City from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, arising from or related to any violation on the part of Vendor, its employees, agents, or subcontractors of any such law, rules, regulations, ordinances or directives.

All Vendor personnel providing services under this Agreement which require specific Federal, State, or local governmental licenses or credentials shall maintain such licenses or credentials current and valid throughout the period of Agreement performance. Any Vendor agent or employee who drives a vehicle in performance of contract operations shall have a valid operator's license for that vehicle class; evidence of vehicle insurance coverage for the driver will be required prior to assignment to such duties. Vendor shall maintain a file of required insurance, licenses and credentials for the business entity and for all subject employees which is current at all times and accessible for the City's inspection.

10. Fair Labor Standards

Vendor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the City, their officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, for work performed by Vendor's employees for which the City may be found jointly or solely liable.

11. Nondiscrimination and Affirmative Action

Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, creed, color, religion, ancestry, national origin, sexual orientation, sex, age, condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Vendor shall certify, at the City's request that it is in full compliance with all applicable EEO rules and laws.

12. Records and Audits

Vendor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Vendor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Vendor agrees that the City shall, upon reasonable notice and scheduling, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement (i.e. invoicing/billing, incident log (s) and time card (s)). Vendor shall keep and maintain this documentation and it shall be made available to the City during the term of this Agreement and for a period of 5 years thereafter unless written permission of the City is given to dispose of any such material prior to such time. All such material shall be maintained by Vendor at a location in Memphis, Tennessee, provided that if any such material is located outside of Memphis, then, at the City's option, Vendor shall, at its sole expense, have such material delivered to its location in Memphis, Tennessee for inspection by the City within five (5) days of the City's request for such material.

Failure on the part of Vendor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the City may terminate or suspend this Agreement as provided in Section 19(a) of this Agreement.

13. Living Wage Ordinance

In accordance with Ordinance No. 5185, Amendment 5257 commonly referenced as the Living Wage Ordinance, any contractor or subcontractor holding a service agreement with the City of Memphis must pay a living wage to each of its employees in the amount of \$10.27 per hour with health benefits for employees and their

dependents or \$12.32 per hour without health benefits. Proof of such compensation must be evidenced by payroll reports which shall include information required by City (Exhibit D).

14. Governing Law; Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within Shelby County or the United States Western District of Federal Court within the State of Tennessee and irrevocably agree that all actions or proceedings relating to this Agreement, other than any action or proceeding required by this Agreement to be submitted to arbitration, will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

15. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

16. Penalties and Liquidated Damages

Vendor recognizes that various City losses, penalties (including service level penalties), and/or liquidated damages may be assessed against the City for certain failures to perform. In any such case where the City's failure to perform is due to some act or omission, or failure to perform on Vendor's part, Vendor agrees to pay or reimburse the City for such assessments and the City may deduct same from any Vendor's invoices as applicable. In any such case where Vendor is assessed penalties, such penalties will not exceed the corresponding amount the City is penalized by Client due to the Vendor's act, omission, or failure to perform.

17. Suspended or Debarred Entities

By signing this Agreement, Vendor certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If, during the term of this Agreement, this information changes, Vendor shall notify the City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.

18. Prohibition Against Assignment, Delegation and Subcontracting

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by Vendor, and any assignment or delegation shall be null and void. Except as may be approved in writing by the City no performance of this Agreement, or any part thereof, shall be subcontracted by Vendor, and any such subcontract shall be null and void.

19. Termination and Suspension

(a) Termination for Cause: Either Party may terminate this Agreement for cause. Events constituting cause shall include, but not be limited to: (i) commencement of bankruptcy or insolvency proceedings by or against the other party; (ii) continued, flagrantly unsatisfactory performance by either party's personnel; (iii) continued failure to meet the performance standards described in this Agreement or Exhibit "A"; and (iv) breach of any other material condition of this Agreement. If termination is for reasons of cause, the terminating party shall issue a written cure notice to the other party. The terminated party shall have ten (10) days from the receipt of said notice to provide a written Corrective Action Plan (CAP) to the terminating party. If the CAP, as may be amended by the parties, is found to be acceptable to the terminating party, the terminated party shall proceed to cure the identified defects. Such additional time to cure defects shall not waive either party's rights to terminate the Agreement if the identified defects in the Cure Notice are not corrected to the satisfaction of the terminating party. If, at the terminating party's sole determination, the Agreement is terminated for cause, the terminated party shall be paid for those services provided and accepted by the terminating party up to the time of termination.

(b) Termination for Convenience: the City may, in its sole discretion, terminate the Agreement for convenience. In the event of a termination for convenience, the City shall pay the Vendor for the services performed and/or materials provided and accepted in accordance with the Agreement's provisions, up to the effective time of termination as specified in the Notice of Termination for Convenience. Termination for Convenience costs shall be subject to audit by the City for determinations of reasonableness. If Default is later determined to be based on an event which did not constitute Cause, Termination shall be treated as if for Convenience.

Under any termination, the City shall provide disposition instructions to Vendor for work product paid for or otherwise belonging to the City, which is in the custody of the Vendor. Vendor further agrees to comply with any assistance reasonably requested by the City to facilitate the orderly transfer of the services to the City or its designee.

(c) Suspension: the City may, at its sole option, issue to Vendor a total or partial Notice of Suspension of Work. In the event of a suspension of project work, the City shall pay Vendor for the services performed and/or materials provided and accepted in accordance with the Agreement's provisions, up to the effective time of suspension as specified in the Notice of Suspension. Vendor will also deliver all the completed and partially completed deliverables to and as directed by the City. If Vendor does not receive written notice to continue the suspension, resume or terminate the Project within a 30 day period immediately following Vendor's receipt of the City's Notice of Suspension, then the Agreement will terminate automatically for the convenience of the City, in accordance with Section 19(b).

20. No Amendments

The terms of this Agreement may not be varied or modified in any manner, except in a subsequent writing executed by an authorized representative of each party.

21. Due Diligence and Non-Reliance

Vendor represents, warrants and covenants that it has had opportunity to conduct, and has conducted, due diligence with respect to the City's IT environment, and all other items and conditions it deems necessary to conclude this Agreement, and Vendor represents, warrants and covenants that it has not relied upon any written or oral statement of the City or its employees, directors, officers, consultants, attorneys or any elected or appointed officials in concluding this Agreement.

22. Obligations Extended Beyond Period of Performance

Vendor, its employees, agents, and subcontractors shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law, for a period of no less than five (5) years from the termination of this Agreement and any subsequent amendments. In addition, the Indemnification, Records and Audits, Penalties, and Confidentiality provisions of the Agreement shall survive for a period of five (5) years following the expiration or earlier termination of this Agreement.

23. Confidentiality

Vendor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the City and the City's proprietary, confidential and trade secret information in trust and confidence. Vendor shall not use or disclose to any person, firm or entity any proprietary, confidential or trade secret information of the City without the express, prior written permission of the City. In addition, Vendor agrees to keep the terms, conditions, and pricing contained herein confidential. The provisions of this Paragraph shall survive the expiration or other termination of this Agreement.

Vendor shall obtain an executed copy of Exhibit "C" – Employee Acknowledgement and Confidentiality Agreement – for each of its employees performing work under this Agreement. Such Employee Acknowledgement and Confidentiality Agreements shall be delivered to the City, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

24. Termination of Prior Agreements

This Agreement, together with the exhibits thereto, constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, proposals, agreements and understandings.

25. Conditional Agreement

This Agreement is conditioned upon the City approving the commitment of funds for this project and approving the contract through the City.

26. Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses. Addresses may be changed by either party giving ten days prior written notice thereof to the other party.

If to City:
MPD, Major Jim Harvey
201 Poplar Ave. Ste. 1006
Memphis, Tn. 38103

If to Vendor:
VENDOR INFORMATION

27. Authority

The undersigned represent that they are authorized to execute this Agreement on behalf of the parties hereto, and each party has relied upon the authority of the other in executing this Agreement.

IN WITNESS WHEREOF, the City and Vendor have caused this Agreement to be signed by their duly authorized agents on the day and year first set forth hereinabove.

City of Memphis

VENDOR COMPANY NAME

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

SCOPE OF WORK

The scope of work is based on the services the Vendor will provide

EXHIBIT B
PRICING SHEET / PAYMENT PROVISIONS

The following fixed cost(s) shall apply for purposes of this Agreement. The prices shall remain in effect throughout the term of this Agreement. The Vendor may submit to the City, for its consideration, a written request for a contract price adjustment prior to the beginning of each successive contract year (i.e. the one option year) as set forth in the Agreement.

**EXHIBIT C
EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

PROJECT NAME:	
VENDOR NAME:	
CLIENT:	The City of Memphis, Tennessee

GENERAL INFORMATION:

Your employer has entered into a contract with the CLIENT identified herein to provide certain services to CLIENT. In order to perform services or work under this contract, your signature on this Employee Acknowledgement and Confidentiality Agreement is required.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the VENDOR, referenced above, is my sole employer for purposes of the above-referenced contract, I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the CLIENT for any purpose whatsoever, and that I do not have and will not acquire any rights or benefits of any kind from the CLIENT by virtue of my performance of work under the above referenced contract.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work related to the above-referenced contract. I agree to forward all requests for the release of any data or information received by me to the CLIENT's Project Director, for the above-referenced Contract, and to my immediate supervisor.

I agree to keep confidential all records and all data and information pertaining to persons and/or entities receiving services from the CLIENT.

All materials, including, but not limited to, data, information, computer program, design, and details of systems feature and marking plans, which the VENDOR gains access to or knowledge of in the performance of this Agreement shall be deemed proprietary information of CLIENT. I hereby agree not to disclose for a period of five (5) years, commencing with the date of the termination of this Agreement, any part of the proprietary information to other persons, and I agree to keep proprietary information confidential. Information is not considered confidential if it can be obtained through open records procedures or independently through a third party who has legal authority to release the material.

I agree to return all confidential materials to my immediate supervisor upon completion of the Contract, or termination of my employment with my employer, whichever occurs first. I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the CLIENT may seek all possible legal redress.

SIGNATURE: _____

NAME (Print): _____

DATE: ____/____/____

POSITION: _____

**EXHIBIT D
LIVING WAGE ORDINANCE**

ORDINANCE NO: 5185

Sample A

**AN ORDINANCE TO AMEND CHAPTER 2, CODE
OF ORDINANCES, CITY OF MEMPHIS, SO AS TO
ESTABLISH A LIVING WAGE**

WHEREAS, under the leadership of Councilman Joe Brown the Living Wage issue was introduced to the Memphis City Council and as it is important to the health and welfare of all residents of the City of Memphis that working people are paid a wage that enables them to lift their families out of poverty; and

WHEREAS, the City awards taxpayer-funded contracts to businesses to provide services to the public and to City government; and

WHEREAS, the purpose of this ordinance is to ensure that businesses receiving service contracts from the City pay a living wage.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 2, Code of Ordinances, City of Memphis, be amended so as to create the following:

**Chapter 2
Administration**

Art. XI Living Wage

2-407 -- 2-425

ARTICLE XI – Living Wage

Section 2-407. Definitions:

For purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this section:

City - means the City of Memphis, including those city departments which exercise independent control over their expenditure of funds.

Contractor - means any person that enters into a service contract with the city.

Employee - means any person who is employed full-time, part-time or on a temporary basis as a service employee of a contractor or subcontractor on a city service contract.

Employer - means any person, company or corporation that employs two or more employees at any one time within a calendar year and who is a contractor or subcontractor provided, however, that corporations organized under Section 501 (C)(3) of the Internal Revenue Code of 1954, 226 U.S.C. 501 (C)(3) shall be exempted as to all employees other than child care workers.

Person - means any individual, business entity, corporation, partnership or joint venture.

Service Contract - means a contract awarded to a contractor by the city primarily for the furnishing of services to or for the city (as opposed to the purchase of goods or other property or the leasing of property). Service contract includes subcontracts but does not include any contract, whether or not a subcontract, which: (1) involves only the purchase of goods; (2) involves services provided by student interns; (3) is a contract in existence prior to the effective date of this article; or (4) is a contract with a school district, municipality or other unit of government.

ORDINANCE NO: 5257

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE XI, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ADD AN ANNUAL ADJUSTMENT TO THE LIVING WAGE

WHEREAS, the Memphis City Council along with the Administration recognizes that the living wage should be adjusted annually in accordance with the Poverty Level Index.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 2, Article XI, Code of Ordinances, City of Memphis be amended as follows:

Sec. 2-416. Annual adjustment of living wage.

- (a) The living wage rate shall be modified July 1, 2008 to incorporate the update, if any, made to the federal poverty level income for a household size of four (4) by the Secretary of the Department of Health and Human Services.
- (b) The living wage rate for employees of service contractors shall be modified in accordance with the date the RFP is issued, and such RFP will contain the actual rate (in dollars per hour, with and without benefits) which applies for that RFP.
- (c) In the case of contract renewals, the living wage rate applicable as of the date of the renewal shall be the effective living wage rate.
- (d) The Director of the Division of Finance shall report to the Memphis City Council no later than the first meeting in April 2009 the impact, if any, to the City's FY 2009 O&M budget.

SECTION 2. BE IT FURTHER ORDAINED, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the council, signed by the chairman of the council, certified and delivered to the office of the mayor in writing by the comptroller and become effective as otherwise provided by law.

BILL MORRISON

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