



**Request for Proposal  
GPS for The City of Memphis  
Vehicles  
RFP #38648**

**City of Memphis**

*Date Issued: December 26, 2017*

*Proposal Submission Deadline: January 26, 2018*

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# 1 Overview

## **PURPOSE OF THIS REQUEST FOR PROPOSAL**

The intent of this RFP is to develop a contract with one vendor, who can provide a GPS/AVL software solution inclusive of hardware, software, implementation, installation and training as well as ongoing maintenance and support for selected City of Memphis vehicles and equipment within the Division of General Services with at least 250 applications and no more than 2,500 applications.

This is a Request for Proposal that may be modified by Addendum by the City. Interested parties should carefully review this RFP, including all requirements, terms, conditions, performance standards, and financial requirements to ensure the most responsive proposals.

Issuance of this RFP does not obligate The City of Memphis to contract, in whole or in part, for services specified herein. The City of Memphis reserves the right to cancel this solicitation, in whole or in part, or to reject in whole or in part, any and all proposals. No minimum purchase will be committed to under this RFP.

The term of contract shall be for one (1) year with the option to renew for two (2) additional one (1) year periods, thereby totaling three (3) years with all options exercised.

## **OVERVIEW**

The City of Memphis is currently investigating a potential relationship with a Vendor who can provide services and support for GPS/AVL software solution for selected City of Memphis vehicles and equipment within the Division of General Services.

Vendor must provide all of the services from locations within the United States.

## **STRUCTURE OF RFP**

The RFP is structured as follows:

Section 1: City of Memphis Overview.

Section 2: City of Memphis GPS/AVL software solution (Scope of Project).

Section 3: City of Memphis Evaluation Criteria and Scoring Model.

Section 4: City of Memphis Proposal Response Requirements.

Section 5: City of Memphis Instructions on RFP Process.

## 2 City of Memphis GPS Requirements (Scope of Project)

This Request for Proposal (RFP) is being issued by The City of Memphis to solicit proposals for the provision of a GPS/AVL software solution inclusive of hardware, software, implementation, installation and training as well as ongoing maintenance and support for selected City of Memphis vehicles and equipment within the Division of General Services 250 applications, which could increase to 2,500 applications. The solution should require minimal customizations and leverage the latest technical advancements and industry best practices. Tracking/monitoring system must be able to be fully integrated and displayed as a layer within the ESRI GIS CRM application.

Preference given to solution that can integrate with Assetworks M5 Asset Management Program. Provider will need to help facilitate the integration. Additional requirements are identified in exhibit A-2.

### **FLEET INVENTORY**

The City of Memphis is seeking a GPS/AVL solution for the following vehicles and equipment in the General Service Division:

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
2010	DODGE	(1) TON
2012	DODGE	(1) TON
1996	GENERAL MOTORS	1 TON CREW C
1986	GENERAL MOTORS	1 TON DUMP
1998	GENERAL MOTORS	1 TON DUMP
2001	DIAMLER CHRYSLER	1 TON DUMP
2002	FORD	1 TON DUMP
2005	DAIMLER CHRYSLER	1 TON DUMP
2010	FORD	1 TON DUMP
2013	FORD	1 TON P.U.
2015	FORD	1 TON P.U.
2004	FORD	1 TON P.U.
2015	FORD	1 TON TIRE
2000	GENERAL MOTORS	1 TON UTIL
2003	FORD	1 TON UTIL
2004	GENERAL MOTORS	1 TON UTIL
2004	FORD	1 TON UTIL
2013	FORD	1 TON VAN

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
2014	FORD	1 TON VAN
2000	FORD	1 TON VAN
2001	FORD	1 TON VAN
2004	FORD	1 TON VAN
2008	FORD	1 TON VAN
1996	CHRYSLER	1 TON VAN
2005	FORD	1 TON VAN
2012	FORD	1.5 TON
2002	DAIMLER CHRYSLER	1/2 TON 4WD
2003	GENERAL MOTORS	1/2 TON LWB
2004	GENERAL MOTORS	1/2 TON LWB
2011	FORD	1/2 TON LWB
2013	FORD	1/2 TON LWB
2010	FORD	1/2 TON LWB
1999	CHRYSLER	1/2 TON LWB
1995	GENERAL MOTORS	1/2 TON LWB
1997	GENERAL MOTORS	1/2 TON LWB
2004	FORD	1/2 TON LWB
2005	FORD	1/2 TON LWB
1994	CHRYSLER	1/2 TON LWB
1995	GENERAL MOTORS	1/2 TON LWB
2000	GENERAL MOTORS	1/2 TON LWB
2012	FORD	1/2 TON P.U.
2001	GENERAL MOTORS	1/2 TON SWB
1994	GENERAL MOTORS	1/2 TON SWB
1995	GENERAL MOTORS	1/2 TON SWB
2003	NAVISTAR	1T MECH UTIL
1984	GENERAL MOTORS	1-TON SPRAY
2004	INTERNATIONAL	2 MAN BUCKET
2015	FORD	2 TON DUMP
2005	FORD	BUCKET TRUCK

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
1985	GENERAL MOTORS	3 TON DUMP
2004	FORD	3/4 TON 4X4
2016	FORD	3/4 TON C.C.
2015	FORD	3/4 TON LWB
1996	GENERAL MOTORS	3/4 TON LWB
1999	CHRYSLER	3/4 TON LWB
2004	FORD	3/4 TON LWB
2015	FORD	3/4 TON LWB
2013	FORD	3/4 TON UTIL
2003	FORD	3/4 TON UTIL
2004	FORD	3/4 TON UTIL
2006	FORD	3/4 TON UTIL
2012	FORD	3/4 TON UTIL
1994	CHRYSLER	3/4 TON UTIL
2003	FORD	3/4 TON UTIL
2002	GENERAL MOTORS	3/4 TON UTIL
2015	FORD	3/4 TON VAN
2004	GENERAL MOTORS	3/4 TON VAN
2009	FORD	3/4 TON VAN
2012	GENERAL MOTORS	3/4 TON VAN
2011	INTERNATIONAL	4700
1995	JOHN DEERE	5300 TRACTOR
2000	JOHN DEERE	5310 TRACTOR
2013	CHRYSLER	AVENGER
2003	CATERPILLAR	BACKHOE
1996	FORD	BACKHOE
1998	NEW HOLLAND	BACKHOE
1997	AVENGER	BACKHOE
2002	NAVISTAR	BUCKET TRUCK
1993	FORD	BUCKET TRUCK
2002	NAVISTAR	BUCKET TRUCK

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
1987	FORD	BUCKET TRUCK
2000	INTERNATIONAL	BUCKET TRUCK
2006	DAIMLER CHRYSLER	CARAVAN
2009	CHRYSLER	CHARGER
2009	DAIMLER CHRYSLER	CHARGER
2008	CHRYSLER	CHARGER
2003	NAVISTAR	CREWCAB DUMP
2008	INTERNATIONAL	CREWCAB DUMP
1998	GENERAL MOTORS	CREWCAB PU
2015	FORD	DUMP
2013	FORD	ESCAPE
2014	FORD	F250
1988	FORD	FARM TRAC
1989	JOHN DEERE	FARM TRAC
1991	JOHN DEERE	FARM TRAC
1992	JOHN DEERE	FARM TRAC
2015	TOYOTA	FORK LIFT
1991	BOBCAT	FRONTEND LOA
1988	BOBCAT	FRONTEND LOA
1993	BOBCAT	FRONTEND LOA
1985	FORD	FRONTEND LOA
2010	KUBOTA	FRONTEND LOA
2000	GENERAL MOTORS	FUEL HAULER
1994	CATERPILLAR	GC25
2016	FREIGHTLINER	HEIL
2005	GENERAL MOTORS	IMPALA
2006	GENERAL MOTORS	IMPALA
2004	GENERAL MOTORS	IMPALA
2005	GENERAL MOTORS	IMPALA
2007	JOHN DEERE	INTERSTATE



<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
2009	JOHN DEERE	INTERSTATER
1997	OSHKOSH	LEACH 2RII
2009	INTERNATIONAL	LINE CONST
1987	FORD	LUBE TRUCK
1998	GENERAL MOTORS	LUMINA
2013	FREIGHTLINER	M2106
2002	GENERAL MOTORS	MINI-VAN
2004	GENERAL MOTORS	MINI-VAN
1992	NAVISTAR	PAK-MOR R325
2001	DODGE	PICK UP
2011	FORD	PICKUP
2008	FORD	ROLLING WKSH
1998	GENERAL MOTORS	SANOMA
1995	FORD	SEWER CLEANR
2000	HUGHES TRAILER MFG.	SIN.AXL.TRA.
1999	HUGHES TRAILER MFG.	SIN.AXL.TRA.
1996	NAVISTAR	SINGLE AXLE
1987	S&N	SPRAY RIG
2011	FORD	SPRAY TRUCK
2015	FORD	SPRAYER
2014	FREIGHTLINER	STEP VAN
2015	INTERNATIONAL	SWEEPER
1996	SHELBY	TANDEM AXLE
1991	NAVISTAR	TANDEM AXLE
1988	FORD	TANDEM AXLE
2000	INTERNATIONAL	TANDEM DUMP
2012	FREIGHTLINER	TANDEM DUMP
2013	MACK	TANDEM DUMP
2000	INTERNATIONAL	TANDEM DUMP
2004	VOLVO	TANDEM DUMP

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>
2005	GENERAL MOTORS	TOM CAT
2008	INTERNATIONAL	TOM CAT
2001	KUBOTA	TRACTOR
2004	JOHN DEERE	TRACTOR
2010	NEW HOLLAND	TRACTOR
1995	NAVISTAR	TRASH BODY
2014	FORD	UTILITY
2002	DAIMLER CHRYSLER	UTILITY
2001	DAIMLER CHRYSLER	UTILITY BODY
2017	FREIGHTLINER	VACTOR
2012	FORD	VAN
2002	GENERAL MOTORS	VAN
2005	FORD	VAN
1993	FORD	W/ POWER PLT
1995	NAVISTAR	WRECKER MED

There will be an additional 150 vehicles from Public Works.

## **PROJECT REQUIREMENTS**

The City of Memphis has identified the following requirements for this project. Bidders shall briefly provide their response in the designated response area.

The following requirement categories are identified:

- Service Agreement and Warrant
- Data Security / Infrastructure
- Software
- Device Hardware
- Installation
- Technical Support
- Documentation and Training
- Company Qualifications

Where the City of Memphis elects to execute a contract resulting from this RFP, the selected Vendor must have met the requirements set forth in EXHIBIT A2 – SCOPE OF WORK of this RFP.

### **3 EVALUATION CRITERIA AND SCORING MODEL**

#### **QUALIFYING PROPOSALS**

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all of the criteria set forth below. All Proposals that **ARE NOT** a Qualifying Proposal will be disqualified from this RFP process.

A “Qualifying Proposal” is a Proposal that:

- a. Was submitted (in the form and format required) by the due date and time as specified in Section 5.
- b. Conforms to all the requirements of the RFP (e.g. includes the requisite number of copies, and customer references).

#### **EVALUATION OF QUALIFYNG PROPOSALS**

City will evaluate each Qualifying Proposal based on the degree to which it complies with City's requirements, as articulated in this RFP. The primary categories to be evaluated are:

- a. Scope and Solution/Implementation, including whether Vendor accepted the scope of services presented in this RFP, met the solution/implementation requirements and constraints, proposed an appropriate development plan, mitigated risks, and delivered value added components.
- b. Pricing, including whether Vendor provided a cost-effective pricing methodology.
- c. Business Viability: Business Tenure or General Experience, Acceptance of Insurance Requirements, Customer References or Local Experience, Workforce or Staff.

Information on how the City will weigh these categories with respect to choosing Finalist referenced in Section 3 above is set forth below:

<b>Evaluation Category</b>	<b>Award of Services</b>
<b>Scope and Solution</b>	35%
<b>Pricing</b>	35%
<b>Business Viability</b>	30%
<b>TOTAL</b>	100%

#### **4 PROPOSAL RESPONSE REQUIREMENTS**

This Section describes the contents of Vendor’s Proposal and provides an outline of how Vendor should organize it. Vendor’s Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions provided at Section 5.1.2 regarding the required Proposal formats and submission process.

Specifically, Vendor’s Proposal shall include each of the sections referenced in the table below. The requirements for each of these proposal sections are described in more detail in this section. **VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE VENDOR FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

<b>Sections and Topics</b>
Cover Letter
Section 1 – Executive Summary
Section 2 – Scope of Services
Section 3 – Response to Requirements
Section 4 – Pricing Model
Section 5 – References
Section 6 – Vendor’s Alternative Proposals
Section 7 – Vendor’s Due Diligence Requirements
Section 8 – Insurance and Indemnification

## **COVER LETTER**

Vendor's Proposal shall begin with a cover letter acknowledging Vendor's understanding of the RFP process and requirements set forth in this RFP, including Vendor's commitment to its Proposal. The cover letter shall be signed by an authorized representative of Vendor. This section should also contain the non-collusion affidavit that is provided in this RFP as Exhibit A-4.

## **EXECUTIVE SUMMARY**

Following the cover letter, Section 1 of Vendor's Proposal shall consist of an executive summary providing an overview of Vendor's solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Vendor will bring to help the City meet its objectives. The executive summary should include a description of the following:

- A. A description of Vendor's solution/implementation.
- B. A description of Vendor's pricing approach, including any software license costs.
- C. A description of Vendor's relevant experience to the proposed solution/implementation, including Vendor's previous municipal and local government clients with similar geographic footprints and population sizes as City.
- D. A list of key interactions expected to occur between Vendor and the other involved parties (e.g., the City, City contractors, etc.), as well as a description of Vendor's approach for managing and communicating between and among those parties during the development and deployment of the web site.

## **SCOPE OF SERVICES**

In Section 2 of its Proposal, the Scope of Services, Vendor shall explicitly confirm its agreement with the full Scope of Services described in this section. Vendor may also propose alternatives under Section 6--Vendor's Alternative Proposals, in addition to addressing the scope of services in section 2.

## **RESPONSE TO REQUIREMENTS**

In Section 3 will comprise no more than 100 pages and will provide a detailed description of the proposed solution. Vendor's response must describe in detail how they will address **each** of the requirements. Vendor's proposal may be disqualified if all requirements are not addressed.

## **PRICING MODEL**

In Section 4 of Vendor's Proposal, the Pricing Model, Vendor shall provide a detailed breakdown of costs associated with the Proposal, including, but not limited to, costs for

project management, hardware and software, training and implementation as specified in Exhibit B.

## **REFERENCES**

In Section 5 of the Vendor's Proposal, Vendor shall provide project descriptions and verifiable references for at least three (3) of Vendor's customers that, to the extent possible, are local (or state) governments. The references shall include contact information.

## **VENDOR'S ALTERNATIVE PROPOSALS**

In Section 6 of the Vendor's Proposal, Vendor may include an alternative solution/implementation ("Alternative Proposal") for consideration by the City.

Alternative Proposals shall be accompanied by appropriately adjusted solution/implementation descriptions and pricing models.

For clarity, Alternative Proposals are intended to supplement Vendor's core Proposal, and should not be used as a substitute to addressing City's stated requirements.

## **VENDOR'S DUE DILIGENCE REQUIREMENTS**

In Section 7 of its Proposal, Vendor should submit a detailed list of any additional "due diligence" – such as review of specific information, and/or interviews of particular City personnel – that Vendor would need to perform should Vendor be among a narrowed list of Vendors chosen by the City to continue being evaluated for the Services described in the RFP (the "Finalists"). This "due diligence" is intended to enable the Finalists to develop and submit a detailed and unqualified best and final offer.

## **INSURANCE AND RISK OF LOSS**

Please include a statement that your company, if awarded the contract, will provide the required insurance documents as outlined in Exhibit A-3. Please see Exhibit A-3 for City's Insurance Requirements.

**INTENTIONALLY LEFT BLANK**

## 5 INSTRUCTIONS ON RFP PROCESS

### USE OF INFORMATION

Vendor may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Vendor that discusses this RFP or the initiative with anyone within or outside the City other than the persons and entities permitted pursuant to this RFP will risk elimination from further participation in the bidding process due to breach of confidentiality, in addition to enforcement by the City of any other remedies available to it. **All correspondence about this RFP and the initiative should be limited to the Principal Contact described below or other designated City personnel or agents.**

### PRINCIPAL CONTACT AND INFORMATION REQUESTS

Eric Mayse is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendor should direct all inquiries to the Principal Contact at [eric.mayse@memphistn.gov](mailto:eric.mayse@memphistn.gov).

Vendor should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Vendor has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. Utmost discretion is required of all Vendors. Any Vendor attempting to circumvent this process will risk elimination from further participation in the bidding process.

### SCHEDULE OF ACTIVITIES

- a. In order to accelerate the business transformation, service improvements and cost savings the City anticipates with implementation of GPS/AVL software solution, the City has developed an **estimated timeline** for this initiative. The City will move as quickly and efficiently as possible to determine the feasibility of all Proposals and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- b. As a result, the City requests that Vendor make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.
- c. It is the City's option to conduct interviews with finalists. However, the City is NOT obligated to interview finalists.
- d. The City reserves the right to modify or update this schedule at any point in time.



**In no event shall the Proposal Submission Deadline be changed except by written modification by the City of Memphis Purchasing Department.**

<b>Activity</b>	<b>Date</b>
Publish RFP	December 26, 2017
Vendor Questions Submission	January 10, 2018 by 5:00 pm CDT
City Response to Vendor Questions	January 17, 2018 by 5:00 pm CDT
<b>Proposal Submission Deadline</b>	<b>January 26, 2018 by 2:00 pm CDT</b>
Finalists Presentations – Optional (City’s Discretion)	TBD
Negotiations	TBD
Agreement Finalization	TBD

e. Several of the activities identified in the above table are described in more detail in the remainder of this Section 5.

**INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION**

Vendor may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit A-1 (Vendor Questions Template) and sending it via email by **date/time shown in schedule of activities**. Questions received after 5:00 p.m. CDT on the deadline date will not be answered. This email should be sent to the Principle Contact set forth in Section 5 with the subject heading: “**[Your company’s name] – Initial City of Memphis GPS RFP Questions**”. The City will post the responses to the questions on the City’s web site by **date/time shown in schedule of activities**.

**PROPOSAL SUBMISSIONS**

**5.1.1 PROPOSAL SUBMISSION AND DUE DATE**

**5.1.1.1** Vendor shall submit (A) 1 original (marked as such) and 7 complete printed copies of its Proposal (including the signed Cover Letters); and (B) 2 CDs or DVDs containing softcopies of its entire Proposal (including PDFs of the Signed Cover Letters) on or before **date/time shown in schedule of activities**, to the addressee provided below:

**City of Memphis Purchasing Department  
125 N. Main Street, Room 354  
Memphis, TN 38103**

Your Proposal **must** be in a sealed packet.

The label should identify the contents as:

**Your Company Name**

**City of Memphis GPS RFP #38648**

**5.1.1.2 PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED “AT A LATER DATE,” OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.**

**5.1.1.3 PROPOSALS MAY NOT BE AMENDED AFTER THE SUBMISSION DEADLINE.**

**5.1.1.4** Notwithstanding any legends on the Proposal or any other statements to the contrary, all materials submitted in connection with Vendor’s response to this RFP will become the property of the City and may be returned only at the City’s option.

**5.1.1.5** With respect to the information contained on Vendor’s CDs and/or DVDs:

5.1.1.5.1 The folders and/or files should be organized in such a way as to preserve the order and labeling of how such information is presented in Vendor’s printed copy of its Proposal;

5.1.1.5.2 Each document (and file name) should clearly show the name of Vendor;

5.1.1.5.3 Each file should be pre-formatted by Vendor to facilitate on-line viewing and printing in a form consistent with Vendor’s printed copy of its Proposal;

5.1.1.5.4 All documents should be presented in a native Microsoft Office format (e.g., Word, Excel, PowerPoint, Project) or PDF.

5.1.1.5.5 Documents should not include embedded files.

## **5.1.2 PROPOSAL FORMAT**

The Proposal should be structured so that there is a primary, “core” document (organized in accordance with Section 4 of this RFP) that incorporates by reference, as applicable, the other documents.

To the maximum extent possible, Vendor shall use Microsoft Office file formats in preparing its Proposal. All pages should be formatted to print on 8 ½” x 11” paper, unless another format is provided by the response template. Vendor responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content.

### **5.1.3 PROPOSAL EXPIRATION DATE**

Proposals in response to this RFP shall remain valid for nine (9) months from the Proposal due date. The City may request an extension of time if needed.

### **5.1.4 VENDOR DATA**

The confidentiality of information and data contained in Service Provider's Proposal shall be subject to and governed by the Tennessee Open Records Act and any other laws pertaining to public records with which the City is legally obligated to comply (including Freedom of Information Act Requests under “FOIA”).

### **5.1.5 GENERAL**

Subject to questions and clarifications raised on specific issues in accordance with Exhibit A-1 of this RFP, Vendor shall be deemed, by the submission of its Proposal, to have understood fully the meaning of the overall RFP. Any claims of ambiguity after contract award will not be accepted by the City.

## **FINALIST SELECTIONS (N → ~3 Vendors)**

The City's current intent is to select approximately three (3) Vendors who will be asked to give oral presentations of their proposals to the City (the “Finalists”). **However, the City is NOT obligated to interview any Finalist.** If the City chooses Finalists to give oral presentations, the Finalists will be selected based on an evaluation of their Proposals against the criteria described in Section 3 of this RFP. Vendors that are not selected to provide oral presentations likely will be excluded from further consideration under this RFP. For this reason, Vendors are strongly encouraged to make as complete and compelling a Proposal as possible. Vendors who fail to comply risk being eliminated from further consideration without having an opportunity to improve their offers.

## **RECIPIENT PRESENTATIONS**

Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission; however, the presentations are tentatively scheduled to begin on the date shown in the schedule of activities.

If Vendor is asked to give an oral presentation, Vendor should prepare a comprehensive presentation that concentrates on the business and technical aspects of its Proposal, and

should not be engaging in marketing discussions. **VENDOR'S PROPOSAL MAY NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**

Appropriate visual and written materials are expected during the oral presentation, but the format will be left to the discretion of the Vendor. A soft copy of all presentation materials must be delivered to the Principal Contact at least one business day before the beginning of the presentation. Vendor should also bring a sufficient number of printed copies of the materials for the City attendees at the presentation.

The City may provide a last-minute agenda or other direction for the Vendor's presentation based on the City's initial review of the Proposals.

## **NEGOTIATIONS**

The City expects to conduct detailed negotiations with each of the finalists. Details regarding this process will be provided at the appropriate time to each finalist, and may include discussions based on any aspect of the finalist proposal.

The City intends to have various representatives participate in all negotiations. The City encourages finalists, as appropriate, to have their legal counsel participate as well. However, the City will not be precluded by the absence of finalists' counsel from having counsel for the City participate, and finalists will not be permitted to defer or revisit any matter due to the finalist's desire to consult with counsel.

## **AWARD OF SERVICES**

The City reserves the right to award the services to the lowest and best Vendor, or to make no award, in its sole discretion. Notification of the City's intent to award will be emailed to Vendors that submitted a proposal. The date of the email will be considered the intent to award date.

## **PROTESTS**

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

## **MODIFICATION OR TERMINATION OF RFP PROCESS**

Subject to the rules and regulations of the City's Procurement Office, including with respect to providing notification and, where applicable, providing the opportunity to revise proposals, the City reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the initiative, the process used for evaluation, and/or the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any Vendor.

## **SUPPLEMENTAL INFORMATION**

If, subsequent to issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be transmitted to each all Vendor for its consideration. Vendor should consider such information in its Proposal, and the City will assume that all changes or additional requirements transmitted have been taken into account in Vendor's Proposal (including with respect to pricing), unless otherwise specified.

## **NO REPRESENTATIONS OR WARRANTIES**

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP.

The City has attempted to validate the information provided in this RFP, but it is possible that Vendor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions or in an appendix to its proposal, Vendor should use the information provided in the RFP on an "as-is" basis for its initial proposal. Information regarding the City and the initiative may be revised or updated, and republished for inclusion in a final response.

## **PROPOSAL PREPARATION COSTS**

Vendor will be responsible for all costs it incurs in connection with this RFP process (including but not limited to proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

## **OWNERSHIP AND INTELLECTUAL PROPERTY**

The City will own all the data contained within the RFP.

## **6 LIST OF ATTACHMENTS AND EXHIBITS**

- 6.1 Exhibit A-1: Vendor Questions Template**
- 6.2 Exhibit A-2: Business Requirement Matrix**
- 6.3 Exhibit A-3: Proposed Standard Contract**
- 6.4 Exhibit A-4: Non-Collusion Affidavit**



**Exhibit A-2 - Business Requirement Matrix (must be completed)**

No.	Requirements	Requirements Mandatory Highly Desired Desired	Vendor Response: Is customization required? Yes or No
R1	Bidder certifies that their company has at least five (5) full consecutive years of experience as an AVL Telematics Management Services Provider with GIS integration. Automated in- vehicle and on-person devices.	Highly Desired	
R2	Bidder must provide a list of five completed projects, to include a minimum of five contactable references for in-vehicle AVL devices installed for municipal fleets of similar size and nomenclature.	Mandatory	
R3	Monthly service cost must not fluctuate based upon level of usage or number of "pings" (with the exception of satellite-based and certain asset-tracking devices).	Mandatory	
R4	Must provide annual maintenance plan with costs and any related costs including all fees and licensing requirements	Mandatory	
R5	Must provide a lifetime warranty for on purchased hardware.	Mandatory	
R6	Charges only begin once units have been installed on vehicles and are on active Memphis dashboards.	Highly Desired	
R7	The bidder's solution must be web-based and hosted with Windows 7 and Microsoft Internet Explorer 8.	Mandatory	
R8	The Bidder responding to this RFQ will offer a solution for in-vehicle tracking with GIS integration.	Highly Desired	
R9	The bidder's solution must cover all of Shelby County and all surrounding fringe areas.	Mandatory	

No.	Requirements	Requirements Mandatory Highly Desired Desired	Vendor Response: Is customization required? Yes or No
R10	The bidder's solution must allow for a configurable ping rate based on department/division business needs. (2 seconds up to 1 hour)	Mandatory	
R11	The bidder's solution must allow for multiple echelon reports/alerts for organizational structures and geographical boundaries and dashboard and maps.	Mandatory	
R12	The bidder's solution must allow multiple echelon reports with escalating alerts for users based on the level of management.	Mandatory	
R13	The bidder's solution must allow back searching for locations by date and time with up to 5 years storage.	Mandatory	
R14	Secure data transmission (https) is available.	Highly Desired	
R15	All critical systems and data are stored in a secure data center.	Highly Desired	
R16	Bidder has a disaster recovery plan in place.	Highly Desired	
R17	Bidder certifies that no customer data has ever been lost.	Highly Desired	
R18	Bidder certifies that solution has less than 12 hours of downtime per year.	Highly Desired	
R19	Solution must provide unlimited access to historical data.	Mandatory	
R20	Bidder certifies the solution information gathered and GIS information data becomes the sole property of The City of Memphis.	Highly Desired	



No.	Requirements	Requirements Mandatory Highly Desired Desired	Vendor Response: Is customization required? Yes or No
R21	Application must provide a user-configurable "Dashboard" interface which allows each user to view just the information which is pertinent to their department's needs.	Mandatory	
R22	Application must have the ability to support user-configurable identification of vehicles, vehicle groups, and landmarks.	Mandatory	
R23	Application must support several levels of user permissions and security.	Mandatory	
R24	Security and access rights must be definable at the user and group level.	Mandatory	
R25	Application must be able to memorize user settings such as map zoom level, customized reports, screen settings and preferences.	Mandatory	
R26	Application must support the ability for an administrator to easily turn on/off the reporting of an individual device or group of devices.	Mandatory	
R27	The maps displayed in the user interface must be compatible with Google Earth.	Mandatory	
R28	Maps must refresh automatically.	Mandatory	
R29	Mapping interface must allow for overlays of customer maps, aerial photographs, etc.	Mandatory	
R30	Application/maps must be capable of quickly displaying data for hundreds of vehicles at once.	Mandatory	
R31	Application must be able to "breadcrumb" route history and show context (timing, sequence, and direction).	Mandatory	

No.	Requirements	Requirements Mandatory Highly Desired Desired	Vendor Response: Is customization required? Yes or No
R32	<p>Application should support the easy creation of landmarks/geofences of any shape or size using any of these methods:</p> <ul style="list-style-type: none"> <li>• On an ad-hoc basis from any point on a map or location shown on a report.</li> <li>• Via spreadsheet import</li> <li>• Via an API</li> </ul>	Highly Desired	
R33	Application must provide several options for landmark/geofence reporting (i.e., reports by vehicle and by landmark).	Mandatory	
R34	Application must allow for an alert when a device crosses in or out of a landmark boundary, and track time within landmarks (stopped time vs. idle time).	Mandatory	
R35	Alert thresholds (speed, idle time, etc.) must be configurable by user and group.	Mandatory	
R36	Alert delivery methods (email, SMS) must be configurable by user and group.	Mandatory	
R37	Alerts must offer the options sending a text message and/or email to the driver of the vehicle which triggers the alert.	Mandatory	
R38	Application must provide a means for entering and tracking vehicle maintenance and service information, including user-definable service based on miles, hours of usage, and dates.	Mandatory	
R39	Application must be able to create optimized routes.	Mandatory	
R40	Application should support web services for integration, i.e., Application Program Interfaces (APIs).	Mandatory	
R41	Must provide a purchase option with no contract.	Mandatory	

No.	Requirements	Requirements Mandatory Highly Desired Desired	Vendor Response: Is customization required? Yes or No
R42	Engine diagnostics – ability to interface with vehicle’s On Board Diagnostics System (OBD).	Highly Desired	
R43	Devices must be hard-wired for vehicles with or without an OBDII or J-port.	Mandatory	
R44	Devices must have the ability to monitor vehicle switches, such as PTO (Power Take-Off) emergency response equipment and other accessories.	Mandatory	
R45	Devices must have the ability to integrate with The City of Memphis’ GIS systems.  The solution must provide either native bi-directional integration with ESRI platform/applications or be able to ingest and create REST services or be able to utilize ESRI GeoEvent Processor.	Mandatory	
R46	Asset-tracking devices must be available and must be weatherproof.	Mandatory	
R47	Self-powered devices must be available for tracking trailers and other assets that do not have their own power (with solar charging)	Mandatory	
R48	Devices must have a battery back-up capability.	Mandatory	
R49	Update frequencies must be remotely configurable, including the ability to change reporting frequency automatically when an in-vehicle switch is activated.	Mandatory	
R50	Devices must be able to store data in the temporary absence of cellular coverage, and then transmit this data automatically as soon as coverage becomes available.	Mandatory	

R51	All GPS/AVL devices must be installed and the monitoring system fully operational within 6 months after contract award.	Mandatory	
<b>No.</b>	<b>Requirements</b>	<b>Requirements</b> <b>Mandatory</b> <b>Highly Desired</b> <b>Desired</b>	<b>Vendor Response:</b> <b>Is customization required?</b> <b>Yes or No</b>
R52	Permanent GPS/AVL hardware devices and cabling should be installed in a tamperproof way.	Highly Desired	
R53	Installations should be completed within 3 hours of when they are scheduled to be installed.	Highly Desired	
R54	Contracted installations must be done by a Mobile Electronics Certified Professional (MECP) installer.	Mandatory	
R55	Maintenance and Support are included at no additional charge.	Highly Desired	
R56	Support is handled in-house and is available 24/7/365.	Highly Desired	
R57	Support phone response time averages 20 seconds or less.	Highly Desired	
R58	Average case resolution is less than one business day.	Highly Desired	
R59	Training is included at no additional cost.	Highly Desired	
R60	Product documentation and/or training manuals are up-to-date and available in an Online Help and/or PDF formats.	Highly Desired	
R61	Training plans include a set of learning objectives and a method of assessing participants' success.	Highly Desired	

R62	The bidder understands the City is exempt from Federal Excise, State & Local Taxes on all purchases and will issue tax exemption certificates to the successful bidder upon requested.	Mandatory	
<b>No.</b>	<b>Requirements</b>	<b>Requirements</b> <b>Mandatory</b> <b>Highly Desired</b> <b>Desired</b>	<b>Vendor Response:</b> <b>Is customization required?</b> <b>Yes or No</b>
R63	The bidder understands the City reserves the right to cancel any contract resulting from failure to comply with the terms, conditions, and specifications herein stated.	Mandatory	
R64	The bidder must provide Bid Packet to be considered. The bidder is required to list all exceptions, deviations or variations to the specifications set forth and it should be done in a clear, logical fashion on a sheet designated by the bidder as such. Brochures, standard catalog sheets or technical data should accompany each proposal, but may not be considered as notice of exceptions, deviations, or variations to these specifications	Mandatory	
R65	BRAND or TRADE NAMES are given as a “quality reference” to aid bidders in offering the right quality for this proposal, except where said quality reference is followed by the word “ONLY”, any quotation will be considered if, in the opinion of the City, the products are equal to those specified.	Mandatory	
R66	The City may reject any and/or all bids taken for this contract.	Mandatory	
R67	Bidders must meet the specifications within this document. Intent does not equate to comply.	Mandatory	

R68	Must provide a 12-month rental option with lifetime hardware warranty.	Mandatory	
<b>No.</b>	<b>Requirements</b>	<b>Requirements</b> <b>Mandatory</b> <b>Highly Desired</b> <b>Desired</b>	<b>Vendor Response:</b> <b>Is customization required?</b> <b>Yes or No</b>
R69	Solution must be accessible on a mobile device (either through an HTML-5 compatible mobile browser or native mobile app).	Mandatory	
R70	A full copy of the warranty/warranties covering the proposed equipment will accompany the bidder's proposal. Warranty/Warranties start date will be the date the piece of equipment is put in service not the invoice date.	Mandatory	
R71	The bidder must provide a tiered pricing structure scalable up to 2,500 in-vehicle devices and up to 1,000 on-person devices	Mandatory	

## **Exhibit A-3 - "Proposed Contract" SERVICE AGREEMENT**

THIS SERVICE 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 119 S. Main St, Suite 200, Memphis, TN 38103 (hereinafter "City"), and TBD (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.

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: (1) this Agreement, including all Exhibits, (2) City of Memphis Purchase Orders, (3) RFP #TBD, incorporated herein by reference, (4) Vendor's Response to RFP #, incorporated herein by referenced, and other conditions of sale set forth by Vendor.

### 2. 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.

Nothing in this Agreement shall be deemed or construed to represent that the VENDOR, or any of the VENDOR's employees or agents, are the agents, representatives, or employees of the CITY. The VENDOR acknowledges that it is an independent contractor over the details and means for performing the services hereunder. Anything in this Agreement which may appear to give the CITY the right to direct the VENDOR as to the details of the performance of its obligations hereunder or to exercise a measure of control over the VENDOR is solely for purposes of compliance with local, state and federal regulations and means the VENDOR will follow the desires of the CITY only as to the intended results of the scope of this Agreement. It is further expressly agreed and understood by the VENDOR that neither it nor its employees or agents shall hold itself out contrary to the terms of this paragraph, and the CITY shall not be

liable for any representation, act or omission of the VENDOR contrary to the provisions hereof.

Upon request, the VENDOR shall prepare and submit reports of its activities, funded under this Agreement, to the CITY. The reports shall include an itemization of the use of the CITY'S funds, inclusive of specific services delivered by the VENDOR. Any such reports provided to the CITY shall be prepared with the understanding that the CITY may make such reports available to the public.

In addition, VENDOR shall submit and, as necessary, update subcontractor information (including but not limited to payments thereto), for any and all subcontractors used on City project(s), in the City's compliance tracking software, B2GNow. The City shall have the right to withhold future disbursement of funds under this Agreement and any future Agreements until the requirements of this provision have been met.

VENDOR shall take affirmative action to ensure that small, minority-owned and women-owned businesses, which have been certified by the CITY, are utilized when possible as sources of supplies, equipment construction and services.

### 3. Personnel

All Vendor personnel performing work under this Agreement shall be subject to the prior and continuing approval of CITY. If at any time during the term of this Agreement, any Vendor personnel are not approved by CITY, then Vendor shall, immediately upon receipt of written notice from CITY, replace such personnel with substitute qualified personnel or take such other action as requested by CITY.

CITY and Vendor both agree that it is in their best interests to keep the turnover rate of the Vendor personnel performing the services to a reasonably low level. Accordingly, if CITY believes that Vendor's turnover rate may be excessive and so notifies Vendor, Vendor shall provide data concerning its turnover rate, meet with CITY to discuss the reasons for, and impact of, the turnover rate and otherwise use good-faith, commercially reasonable efforts to keep such turnover rate to a reasonably low level. If appropriate, Vendor shall submit to CITY its proposals for reducing the turnover rate, and the parties shall mutually agree on a program to bring the turnover rate down to an acceptable level. In any event, notwithstanding transfer or turnover of personnel, Vendor remains obligated to perform the services without degradation and in accordance with this Agreement.

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. 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/or 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.



Vendor shall conduct all necessary employment eligibility verifications for the Vendor personnel performing work under this Agreement. Additionally, Vendor will perform background checks on any employee assigned to this agreement, upon request by the CITY.

VENDOR shall not engage, on a full-time, part-time or any other basis, during the term of this Agreement, any professional or technical personnel who are or have been at any time during the term of this Agreement in the employ of the CITY.

#### 4. 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 the 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 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.
- e. In the event that warranty or non-warranty repairs are necessary, Vendor shall respond in person on the same day as a service request on a downed system is made and no later than twenty-four hours after service is requested on a downed node.
- f. In the event that any service provided under this Agreement is found to be non-compliant with the above warranty, Vendor shall for a period of twelve (12) months from the event(s) giving rise to the claim, either: a) correct the defective service item(s) at Vendor's expense, or b) provide CITY with an equitable adjustment in the contract price.

#### 5. Compensation

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

Vendor will submit to the CITY invoices, with supporting documentation, detailing the City's contract number and the services provided thereunder. The CITY shall use its best efforts to remit payment based on the VENDOR'S invoice within thirty (30) calendar days after receipt

of accurate invoice(s) and approval by the City. Accurate and timely invoices shall be delivered to the following address:

CITY OF MEMPHIS/Information Services  
119 S Main St., Suite 200  
Memphis, TN 38103

The payment of an invoice shall not prejudice the CITY'S right to object to or question any invoice or matter in relation thereto. Such payment by the CITY shall neither be construed as acceptance of the goods or work provided nor as final approval of any of the costs invoiced therein, and the CITY'S payment shall not relieve the VENDOR from its obligation to replace any goods or correct any work that does not conform to this Agreement, even if the unsatisfactory character of such goods or work may have been apparent or detected at the time such payment was made. Work, data or components that do not conform to the requirements of this Agreement shall be rejected by the CITY and replaced by the VENDOR, without delay or additional cost to the CITY.

#### 6. Term of Contract

The term of this Agreement shall commence upon the date of execution by the CITY OF MEMPHIS and shall expire on **TBD** thereafter, unless sooner terminated, in whole or in part, as provided in this Agreement.

This Agreement is subject to availability and annual appropriation of funds by the Memphis City Council. In the event sufficient funds for this Agreement are not available or appropriated by the Memphis City Council for any of its fiscal period during the term hereof, then the CITY may immediately terminate this Agreement upon written notice to the VENDOR. In the event of such termination, the VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the termination date. Such termination by the CITY shall not be deemed a Breach of Contract by the CITY, and the VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount that have not been earned as of the date of termination.

The VENDOR shall submit to the CITY a final contract invoice within forty-five (45) calendar days from the termination. VENDOR further acknowledges and agrees that the CITY will not be responsible for any invoices, pertaining to this Agreement, submitted after the final contract invoice deadline date. The VENDOR shall close its accounting records at the end of the Agreement period in such a manner that reimbursable expenditures and revenue collections are NOT carried forward.

#### 7. Indemnification and Insurance

- a. Indemnification: Vendor shall indemnify, defend, and hold harmless 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) 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 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 States' 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: The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

**Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:**

City of Memphis  
Attn: Risk Management  
170 N. Main St., 5<sup>th</sup> Floor

City of Memphis  
Attn: Purchasing Agent  
125 North Main, Room 354

The Certificate of Insurance shall state the following: “The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies.” The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: “The additional insured endorsement is attached to the Certificate of Insurance.”

**WORKERS COMPENSATION:**

The Company shall maintain in force Workers’ Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all subcontractors to do likewise with Minimum Limits of:

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each Employee

**AUTOMOBILE LIABILITY:**

Covering owned, non-owned and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

**COMMERCIAL GENERAL LIABILITY:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

## **PROFESSIONAL / “NETWORK SECURITY AND PRIVACY” LIABILITY:**

For losses arising out of the following areas:

- Privacy Liability
- Network Security Liability
- Media Liability
- Cyber Extortion
- Privacy Breach Response
  - Customer Notification Expense
  - Credit Monitoring Expense
- Business Interruption
- Regulatory Defense and Penalties including PCI Fines/Penalties if applicable
- Social Engineering

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$10,000,000 Each Occurrence / \$10,000,000 Aggregate

## **ERRORS AND OMISSIONS LIABILITY:**

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$5,000,000 Each Claim / \$5,000,000 Aggregate

## **UMBRELLA LIABILITY:**

\$2,000,000 Each Occurrence Combined Single Limit

## **FIDELITY BOND / EMPLOYEE DISHONESTY:**

For losses arising out of or in connection with computer fraud, fraudulent or dishonest acts committed by the employees of Company, acting alone or in collusion with others, including the property and funds of others in their care, custody or control with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

## **PROPERTY INSURANCE:**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise.

**The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.**

**The Company is required to provide copies of the insurance policies upon request.**

### **8. Compliance with Applicable Law/Conflict of Interest**

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 certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it shall take such action as, from time to time, may be necessary to remain so qualified and shall obtain, at its own expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement. Such permits and licenses shall be made available to the CITY, upon request.

Vendor shall indemnify and hold harmless 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 CITY inspection.

Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. VENDOR covenants that it has no public or private interest, and shall not acquire, any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and the VENDOR covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the VENDOR or any agent or representative of the VENDOR, to any officer, official, agent or employee of the CITY, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. The VENDOR warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the CITY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the VENDOR in connection with any work contemplated or

performed relative to this Agreement. For breach or violation of this provision, the CITY may cancel this Agreement without any liability to VENDOR and shall have the right to recover or withhold the full amount of such gratuities and to terminate this Agreement.

VENDOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the CITY shall have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

9. Fair Labor Standards/Employment of Illegal Immigrants

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.

VENDOR hereby certifies to comply with all applicable local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States. VENDOR shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. In the event the VENDOR fails to comply with any and all local, state and federal laws prohibiting the employment of individuals not legally authorized to work in the United States, this agreement may be canceled, terminated or suspended in whole or in part by the City, and the VENDOR may be prohibited from contracting to supply goods and/or services to the City for a period of one (1) year from the date of discovery of the usage of illegal immigrant services in the performance of a contract with the City.

10. 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 CITY request, that it is in full compliance with all applicable EEO rules and laws.

11. 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 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 CITY during the term of this Agreement and for a period of 5 years thereafter unless written permission of 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 CITY's option, Vendor shall, at its sole expense, have such material delivered to its location in Memphis, Tennessee for inspection by City within five (5) days of 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 CITY may terminate or suspend this Agreement as provided in Section 19(a) of this Agreement.

12. 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.

13. 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.

14. Penalties and Liquidated Damages

Vendor recognizes that various losses, penalties (including service level penalties), and/or liquidated damages may be assessed against CITY for certain failures to perform. In any such case where 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 CITY for such assessments and 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 for which the CITY is penalized due to the Vendor's act, omission, or failure to perform.

15. 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 CITY without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment.



16. Prohibition Against Assignment, Delegation and Subcontracting

This Agreement or any interest herein, 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 CITY no performance of this Agreement, or any part thereof, shall be subcontracted by Vendor, and any such subcontract shall be null and void.

17. 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"; or (iv) breach of any provision of this Agreement. If termination is for reasons of cause, the terminating party shall issue a written notice of intent to the other party. The terminated party shall have ten (10) days from the receipt of said notice to cure the identified defects. If, at the terminating party's sole determination, the Agreement is terminated for cause, the terminated party shall be paid for those satisfactory services provided and accepted by the terminating party up to the time of termination. The VENDOR shall be liable to the CITY for any loss, damage, or additional cost incurred thereby, including but not limited to any difference between the cost for procuring such like services and the price specified herein, attorney's fees and costs.
- (b) Termination for Convenience: CITY may, in its sole discretion, terminate the Agreement for convenience. In the event of a termination for convenience, 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 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, CITY shall provide disposition instructions to Vendor for work product paid for or otherwise belonging to City, which is in the custody of the Vendor. Vendor further agrees to comply with any assistance reasonably requested by CITY to facilitate the orderly transfer of the services to CITY or its designee. VENDOR shall deliver to the CITY all hard copy and electronic files maintained on behalf of the CITY within fourteen (14) calendar days of termination of this Agreement.

- (c) Suspension: 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, 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 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 CITY's Notice of Suspension, then

the Agreement will terminate automatically for the convenience of CITY, in accordance with Section 18(b).

18. 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. No term or provision of this Agreement, or of any document executed pursuant hereto, shall be held to be waived, modified or deleted unless in writing and executed by the parties hereto and specifically identified as a waiver of any succeeding breach thereto or of any other provision herein contained. No delay or failure of the CITY to enforce any right or provision of this Agreement or in any document executed pursuant hereto shall operate as a waiver or relinquishment of the CITY'S right to subsequently enforce and compel strict compliance with such provision or any other provision herein or in any document related hereto.

19. CITY Facilities

Except to the extent otherwise approved by the CITY in its sole discretion, Vendor shall use any and all items provided by the CITY for the sole and exclusive purpose of providing the services described in this Agreement. Use of CITY facilities by Vendor does not constitute a leasehold interest in favor of Vendor or Vendor's customers.

Vendor shall use any and all items provided by the CITY in an efficient manner. To the extent that Vendor utilizes such items provided by the CITY in any manner that unnecessarily increases facility costs or other costs incurred by the CITY, City reserves the right to set-off the excess costs of such practices. Vendor shall be responsible for any damage to any and all item(s) provided by the CITY resulting from the abuse, misuse, neglect or gross negligence of Vendor, its employees and subcontractors or other failure to comply with its obligations respecting the such items provided by the CITY.

Vendor, its employees and agents shall keep any and all items provided by the City in good order, not commit or permit waste or damage to such items, not use such items for any unlawful purpose. Vendor shall act and comply with City's standard policies and procedures as made available to Vendor regarding access to and use of such City provided items, including procedures for the physical security of the City facilities.

Vendor shall permit City and its agents and representatives to enter into those portions of the CITY facilities occupied by Vendor staff at any time to perform facilities-related services.

Vendor shall not make any improvements or changes involving structural, mechanical or electrical alterations to the CITY facilities without the City's prior written approval. Any improvements to the City facilities will become the property of the CITY.

When the CITY facilities are no longer required for performance of the services described in Exhibit "A", Vendor shall return such facilities to the CITY in substantially the same condition as when Vendor began use of such facilities, subject to reasonable wear and tear.

20. 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 CITY or its employees, directors, officers, consultants, attorneys or any elected or appointed officials in concluding this Agreement.

21. 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 Warranty, Indemnification, Records and Audits, Penalties, Confidentiality and other provisions of the Agreement, which require performance after the Agreement termination/expiration date, shall survive for a period of five (5) years following the expiration or earlier termination of this Agreement.

22. Confidentiality

Vendor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold 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 "B" – 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 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.

23. Software

If in the event Vendor should develop software under this Agreement, and for which it is fully paid by CITY (hereafter "Client Proprietary Software"), Vendor recognizes that said software is the exclusive property of the City and that the City reserves the right to use, market, license, or sell it to others. The Vendor agrees that the Client Proprietary Software is a trade secret of the City, is protected by civil and criminal law and by the law of copyright, and is very valuable to the City and that its use and disclosure must be carefully and continuously controlled. The Vendor further understands that operator manuals, training aids, and other written materials for such Client Proprietary Software are subject to the Copyright Act of the United States. Vendor shall not publish, utilize or permit others to utilize any Client Proprietary Software, or the ideas, concepts, techniques, and materials associated therewith, to provide

services to others. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the VENDOR to the CITY.

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.

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. Contact information and addresses may be changed by either party upon giving ten days prior written notice thereof to the other party.

CITY OF MEMPHIS:

119 S. Main St., Suite 200

Memphis, TN 38103

Attn: Information Services

With a copy to:

City Attorney

125 North Main, Room 336

Memphis, TN 38103

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, 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**

**TBD**

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Jim Strickland, Jr., Mayor

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Signature

APPROVED AS TO FORM:

---

Bruce McMullen, City Attorney

---

Printed Name

ATTEST

---

Deputy Controller

---

Title

---

Date

---

Date

## EXHIBIT B

### PRICING SHEET / PAYMENT PROVISIONS

Please include pricing for 250, 500 and 2,500 applications.

Item	Description			Extended Price
<b>Service Agreement and Warranty</b>				
Option 1 Tiered Pricing	Tiered pricing structure scalable up to 2,500 in-vehicle devices and up to 1,000 on-person devices			
Option 2 No Contract Pricing	Purchase option with no contract			
Option 3 Monthly Rental	12-month rental option with lifetime hardware warranty			
<b>Annual Maintenance</b>	Annual maintenance plan with costs and any related costs including all fees and licensing requirements			
Base Year Total				
Option Year 2018				
Option Year 2019				
Lifetime Warranty on Hardware	Lifetime warranty on purchased hardware			
<b>Software License</b>		<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	(Add lines and required)			
Software License Total				
<b>Device Hardware</b>		<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	(Add lines and required)			
Hardware Total				
<b>Installation</b>				<b>Total</b>
<b>Implementation Services</b>				
<b>Documentation and Training Resources</b>				<b>Total</b>
Training	<i>Training is requested to be included at no additional cost</i>			

**EXHIBIT C**  
**EMPLOYEE ACKNOWLEDGEMENT AND**  
**CONFIDENTIALITY AGREEMENT**

PROJECT NAME:	
VENDOR NAME:	
CLIENT:	CITY OF MEMPHIS

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 A-4 Non-Collusion Affidavit

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

**Submitted By:**

**Firm Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

### SIGNATURES

**If PROPOSER is:**

**A. An Individual**

**By**

\_\_\_\_\_  
**(SEAL)**

**(Individual's Name)**

**Doing business as**

\_\_\_\_\_

**Business Address:**

---

---

---

**Phone Number:** \_\_\_\_\_

**B. A Partnership**

**By**

---

**(SEAL)**

**(Firm Name)**

---

---

**(General Partner)**

**Business Address:**

---

---

---

**Phone Number:** \_\_\_\_\_

**C. A Corporation**

**By**

---

**(SEAL)**

**(Corporation Name)**

---

**(State of Incorporation)**

**By**

---

**(Name of Person Authorized to Sign)**

**Title**

---

**Attest**

---

**(Secretary)**

**Business Address:**

---

---

---

**Phone Number:** \_\_\_\_\_

**D. A Joint Venture**

**By**

---

**(Name)**

**Business Address:**

---

---

---

**By**

---

**(Name)**

**Business Address:**

---

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**Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.**