



Request for Proposal
Parking Meter Replacement and Upgrade
for the City of Memphis

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1. OVERVIEW

1.1 PURPOSE OF THIS RFP

The City of Memphis (“City”), through its Division of Engineering is seeking qualified contractors to replace its existing single space meters with a combination of multi-space meters and single space meters that accept credit cards and to install a central management system.

1.2 OVERVIEW OF PROJECT

Providing all equipment, financing, labor, materials, supervision, and services required to replace and/or upgrade, install, test, and start-up a new parking meter system in accordance with these Contract Documents.

Proposals will be received for the following goods and services:

1. Financing the improvements, enabling the City to avoid an upfront expenditure;
2. Upgrading and/or replacing 1,210 existing on-street parking meters plus an additional quantity of meters (TBD) for newly established on-street paid parking spaces for the purpose of increasing efficiency and parking meter revenue to the City;
3. Providing solar powered, wireless credit card acceptance within each meter;
4. Providing an acceptable mounting surface for the parking meters as needed;
5. Making a long-term commitment to provide a Central Management System for meter reporting, functionality, and connectivity at a predetermined cost;
6. Providing a system capable of integrating parking meter hardware/software with a variety of payment, reporting and enforcement options;
7. Providing a system capable of integrating with Oracle, the City’s financial software program.
8. Training/certifying City employees on maintenance, preventive maintenance and operational procedures for the meters, and;
9. Providing an inventory of spare parts.

1.3 STRUCTURE OF RFP

The RFP s structured as follows:

Section 1: Overview

Section 2: Specifications

Section 3: Proposal Response

Section 4: Instruction on RFP Process

Section 5: Evaluation Model

Section 6: RFP Terms and Conditions

Section 7: Attachments and Exhibits

2. SPECIFICATIONS

2.1 SUMMARY OF WORK

2.1.1. PROJECT DESCRIPTION

- 2.1.1.1. Project consists of furnishing, installing, testing and start-up of a new on-street parking meter revenue system (PMRS) for the City of Memphis, TN.
- 2.1.1.2. PMRS system to include the upgrade and/or replacement of 1,210 on-street metered parking spaces (see Exhibit A) plus an additional quantity (TBD) of newly established on-street paid parking spaces, located within the same general areas.
- 2.1.1.3. PMRS system will be a combination of multi-space and single-space meters with the following features and functionality:
 - 2.1.1.3.1. All parking meters shall accept payments in the form of coins and credit cards.
 - 2.1.1.3.2. All parking meters shall be solar powered.
 - 2.1.1.3.3. All meters shall communicate with a vendor-hosted, web-based Central Management System (CMS). The CMS will be web-based for management, control, rate programming and report generation of activities of the meters.

2.1.2. WORK INCLUDED

- 2.1.2.1. Work includes furnishing and installing all PMRS equipment and related equipment required for a complete system as specified herein.
- 2.1.2.2. Beyond providing the meters, certain activities are to be included:
 - 2.1.2.2.1. For each MSM, provide and install two City-approved parking guidance signs for MSMs in coordination with the City.
 - 2.1.2.2.2. Where MSMs are installed, remove existing SSMs and poles in coordination with the City.
 - 2.1.2.2.3. Where MSMs are installed, prepare and install mounting pads for MSMs as needed and in coordination with the City.
 - 2.1.2.2.4. Provide press-releases and public education materials for introducing the new system to the City.

2.1.3. WORK SEQUENCE

- 2.1.3.1. Work shall be conducted to provide least possible interference to the activities of City's personnel, commercial traffic and public use of the parking.
 - 2.1.3.1.1. Provide traffic controls, signs and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.
 - 2.1.3.1.2. Protect adjacent public and private property from damage.

2.1.4. CONTRACTOR USE OF PREMISES

- 2.1.4.1. General: Limit use of premises to installation activities in areas indicated; allow for City occupancy and use by public.
 - 2.1.4.1.1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which installation operations are indicated are not to be disturbed.
 - 2.1.4.1.2. Keep driveways and entrances serving the off-street parking areas clear and available to the City and City's tenants at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for on-site storage of materials and equipment.
 - 2.1.4.1.3. No Contractor employees shall park on site.
 - 2.1.4.1.4. Noise, dust emissions and vibrations shall be controlled to minimize construction and inconvenience to the public.

2.1.5. CITY OCCUPANCY

2.1.5.1. Partial City Occupancy: City reserves the right to occupy and to use equipment and completed areas of Work, prior to Substantial Completion provided that such occupancy does not interfere with completion of Work. Such use and partial occupancy shall not constitute acceptance of total Work.

2.1.6. CITY-FURNISHED ITEMS

2.1.6.1. City will provide staging area for purposes of storing meters, prior to field installation.

2.2 MULTI-SPACE METER (MSM) SYSTEM

2.2.1. A portion of the City’s single-space meters shall be replaced by multi-space meters. It is the multi-space meter provider’s responsibility to inspect the mounting surface and install the multi-space meters per the manufacturer’s guidelines.

2.2.2. OPERATIONAL DESCRIPTION

2.2.2.1. MSM shall operate in an independent network environment, so that each meter is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure.

2.2.2.2. MSM shall be capable of operating in the following payment modes:

2.2.2.2.1. Pay and Display (the City’s current choice for operation)

1. MSM shall accept payment of parking fees by coin or credit card.
2. As each coin is inserted into MSM, MSM shall calculate and display the duration of paid parking time.
3. If card payment, MSM shall prompt customer to select payment increment.
4. Upon completion of transaction, MSM shall issue a receipt and prompt customer to display receipt on dashboard of car.

2.2.2.2.2. Pay by Space (this shall be considered as a future alternate)

1. MSM shall prompt customer to enter space number.
2. MSM shall prompt customer to make payment.
3. MSM shall process payment and provide receipt.
4. As each coin is inserted into MSM, MSM shall calculate and display duration of paid parking time.
5. If card payment, MSM shall prompt customer to select payment increment.
6. Upon completion of transaction, MSM shall issue a receipt to serve as proof of payment.
7. The Central Management System (CMS) shall be able to integrate with the City’s selected hand-held enforcement proposer to identify paid and unpaid spaces for enforcement purposes.
8. Proposer shall identify any and all fees paid to proposer for pay-by-space integration.

2.2.2.2.3. Pay by Plate (this shall be considered as a future alternate)

1. MSM shall prompt customer to enter license plate number.
2. MSM shall prompt customer to make payment.
3. MSM shall process payment and provide receipt.
4. As each coin is inserted into MSM, MSM shall calculate and display the duration of paid parking time.
5. If card payment, MSM shall prompt customer to select payment increment.
6. Upon completion of transaction, MSM shall issue a receipt to serve as proof of payment.
7. The CMS shall be able to integrate with the City’s selected hand-held and/or License Plate Recognition (LPR) proposer to identify paid and unpaid license plates for enforcement purposes.

8. Proposer shall identify any and all fees paid to proposer for pay-by-plate integration.

2.2.2.2.4. Pay by Cell Phone (this shall be considered as a future alternate)

1. The CMS shall be able to integrate with a Pay by Cell provider (selected and/or approved by the City) for enforcement and financial reporting.
2. Proposer shall identify any and all fees paid to proposer for Pay by Cell integration.

2.2.3. MINIMUM REQUIREMENTS

2.2.3.1. Components shall be microprocessor controlled, in on-line, virtual real-time communication with proposer hosted web-based CMS. Transactions occurring at equipment shall be reported to CMS in real time. Components or subsystems shall not experience delays, or functional degradation resulting from data communication between devices over the CMS network. All transaction data shall be available to designated City workstations within one minute of completing transaction at any device.

2.2.3.2. MSM shall have a memory system which stores data from each transaction, including amount paid, and time purchased. MSM shall communicate complete transaction log to CMS. In event of communication failure with CMS, MSM shall continue to operate in off-line mode and shall store a minimum of 1,000 transactions, or have sufficient system redundancy to insure the availability of transaction data upon restoration of CMS. In the event of a failure during communication, an error-checking- and recovery-routine shall be employed to prevent corruption of data files.

2.2.3.3. MSM shall be capable of performing and wirelessly reporting the results of a self-diagnostic routine at programmable times or intervals. Self-diagnostic routine shall verify that MSM functions are working properly. Functions to be checked shall include, but not be limited to, accuracy of fee calculation, clock, coin acceptance and card acceptance.

2.2.3.4. MSM shall have a minimum accuracy of:

2.2.3.4.1. Fee calculation accuracy: 99%

2.2.3.4.2. Data transmission error rates: Less than one message retransmission per hour. Data received and accepted by CMS as valid shall have 99% accuracy.

2.2.3.5. All field programmable functions of each MSM shall be wirelessly reprogrammable from the designated City workstation(s) (password protected), and all reprogramming changes shall be reported to the CMS.

2.2.3.6. MSM shall be capable of at least six complex rate structures that can easily be changed from the proposer-hosted, web-based CMS at the City-designated workstation(s). Rates to be determined by the City.

2.2.3.7. Primary components shall incorporate a crystal controlled time clock/calendar that is updated at least once daily by the CMS. The clock shall be accurate to at least one minute per ninety days.

2.2.3.8. MSM and all components shall have a temperature operating range of -25 C to +50 C.

2.2.3.9. Housing

2.2.3.9.1. Cabinets and component brackets shall be fabricated from 100% high grade stainless or cold rolled steel.

2.2.3.9.2. Mounting holes shall only be accessible from the inside of the cabinet.

2.2.3.9.3. All surfaces shall be corrosion-and graffiti-resistant.

2.2.3.9.4. The proposer shall provide color samples to the City.

2.2.3.9.5. Cabinet doors shall be hinged with hinges completely hidden and not exposed.

2.2.3.10. Components

2.2.3.10.1. All major components shall be modular in nature and easily removed/replaced by hand.

1. Proposer shall provide a list of modular components that may be replaced by hand.

2. Proposer shall provide a list of replacement parts that require tools for replacement, and identify which tools are required.

3. All connections and connection boxes shall be water and corrosion resistant and designed with unique installations so that a component or connector cannot be connected incorrectly.
- 2.2.3.10.2. Informational Displays
1. MSM shall have a liquid crystal display (LCD). Messaging shall include but not be limited to:
 - a. Current time of day (HH:MM).
 - b. Fee paid.
 - c. Time purchased.
 - d. Acknowledgement of payment and/or buttons pressed by customer.
 - e. Instructional prompts guiding customer through payment process such as: "Please insert coin or credit card", "Please wait while receipt is printing", "Please take receipt", and "Thank you".
 - f. MSM shall be capable of recognizing user errors, and shall provide corrective guidance to user.
 2. LCD shall be remotely programmable via the CMS.
 3. LCD shall be backlit, automatically adjust to external light conditions, and the contrast shall be adjustable by the City.
 4. A UV resistant (non-yellowing) Lexan-like material shall be used to protect the LCD.
 5. Proposer must provide size of display and number of lines and characters.
 6. LCD shall be able to display logos and graphics.
 7. MSM shall also contain concise fixed customer instructions for user-friendly operation. The MSM shall have an easily readable alpha-numeric display to communicate messages to user. The operating procedure shall generally progress from left to right and top to bottom; corresponding instructions shall be numbered and shall be pictorially illustrated.
- 2.2.3.10.3. Coin Acceptor
1. Coin acceptor must be equipped with an electronic shutter to prevent non-metallic items, dirt and debris from entering unit.
 2. MSM shall be capable of accepting payment of parking fees by all U.S. coins in denominations of \$0.05, \$0.10, \$0.25, \$0.50 and all US \$1.00 coins. Owner may elect to limit or expand coin acceptance.
 3. MSM shall reject foreign coins and/or slugs and return through coin return.
 4. Customer must be able to cancel transaction and retrieve coins via coin return.
 5. If coin slot is inoperable, a message shall be displayed advising payment by card.
- 2.2.3.10.4. Coin Vault
1. MSM shall be equipped with a removable metal coin vault located in a separate locked compartment.
 2. Vault shall be keyed differently than other MSM locks such that access to
 3. vault is not available when vaults are removed from MSM.
 4. Each vault shall have a separate identification number.
 5. Proposer must provide description of vault locking system.
 6. Proposer must provide the maximum capacity of the coin vault.
 7. Each MSM shall come equipped with two coin vaults.
- 2.2.3.10.5. Card Reader
8. Each MSM shall be equipped with an internal magnetic stripe swipe reader used for processing credit card transactions.
 9. Credit card transactions shall accommodate as a minimum:
 - a. VISA
 - b. Master Card
 - c. Discover
 - d. American Express
 - e. Checking Account Debit Cards with Visa/Master Card Logo

10. Credit Card Approval System: Credit card reader within each MSM shall be connected to a vendor hosted server that is dedicated to credit card approval and payment processing system. Information from each credit card transaction shall be transmitted to a vendor hosted server via a GSM/GPRS that shall be in direct communication with authorizing clearinghouse via T1 or DSL connection, to provide on-line, real-time approvals for each transaction. Credit card data transmissions shall meet the Level 1 Payment Card Industry (PCI) Data Security Standards including Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs. Proposer shall provide proof of certifications. No credit card information shall be transmitted on any City of Memphis network.
11. Encryption must be performed by the card reader.
12. Credit card authorization must be in real time.
13. Average authorization time for credit card transactions shall not be greater than eight seconds. Proposer shall be responsible for confirming record formats required by Owner's financial institution.
14. Payment by credit card shall use a hybrid card reader built into the multi-space meter. This hybrid card reader shall function for the purpose of credit card magnetic stripe cards.
15. MSM shall include a button allowing the user to select the maximum parking rate and/or the ability to toggle up or down to adjust the desired time.
16. The user shall have the ability to select "ok" to confirm or "cancel" if they wish to stop transaction.
17. If card slot is inoperable, a message shall be displayed advising payment by coin.

2.2.3.10.6. Power Supply

1. MSM shall be capable of solar-power operation with minimum battery life of 36 months. No trenching, conduit, or wiring shall be required.
2. Battery must be commercially available without voiding warranty.
3. Battery shall be able to be replaced in less than one minute with no tools required.
4. Solar panel shall be integrated into the MSM and not be an add-on unit.
5. Shall include a separate backup battery to sustain clock, calendar, audit information and RAM in the event of a system failure or during solar battery replacement.

2.2.3.10.7. Printer

1. MSM printer shall be capable of changing messages on the ticket including advertisement logos from the designated City workstations.
2. Must be able to print standard, sticky-back and variable length tickets.
3. Receipt shall be issued upon completion of transaction with instructions to display receipt in vehicle as proof of payment when in Pay and Display mode.
4. Additional information provided on receipt shall include an identification number, time purchased, expiration time, and date of transaction. This information shall also be communicated to the CMS.
5. Collection reports shall be printed in full showing the amount collected in coins with non-resettable coin totals and the date and time of the previous collection.
6. Ticket rolls shall be able to be replaced in less than one minute with no tools required.
7. Each MSM shall be equipped with two rolls of receipt tickets.

2.2.3.10.8. User Interface

1. MSM shall have a weatherproof keypad or and/or user buttons.
 - a. A numeric keypad must be available for Pay by Space mode.
 - b. An alpha-numeric keypad must be available for Pay by Plate mode.
2. MSMs and their installation shall conform to the Americans with Disabilities
3. Act accessibility guidelines for automated teller machines.

4. MSM shall be capable of operating in different languages by push of a button. Specific languages to be determined by the City.
 5. MSM shall accommodate a “P” or other custom sign on top of the MSM for easy identification of the availability of the MSM to accept payment for parking.
- 2.2.3.10.9. Central Management System (CMS):
1. The system shall be implemented through a web-based application, hosted by the MSM proposer.
 2. The system shall be able to integrate with Oracle, the City’s financial software program.
 3. The MSM and SSM financial reporting systems shall integrate with each other so that the City may easily combine financial reports from both systems.
 4. System shall use a secure VPN connection and maintain that connection while active, and automatically log off after programmable period of inactivity.
 5. CMS shall be password protected to restrict access to authorized users only and shall be accessible at all web-enabled City workstations.
 6. The CMS shall be configured with a minimum of two subsystems:
 - a. Revenue Reporting.
 - b. Equipment Monitoring.
 7. The CMS shall accomplish the following tasks from any web-enabled City workstations, with appropriate user name and password:
 - a. Remote programming of MSM parking rates. Rate tables should be in a windows format and easily changed.
 - b. Uploading and consolidating reports from MSM.
 - c. Retrieval and review of individual transactions. Retrieval shall be based upon user defined parameters. Reports shall be displayed on a monitor, printed on a printer, and/or converted to an ASCII file.
 - d. Consolidating and retaining data that allow for report generation. The following are the minimum required reports. The reports shall be able to be viewed on a work-station monitor or printed:
 - i. Daily Event Log - A listing of changes to the system and users who made the changes. It shall include print communication messages; equipment alarms and system log on/off.
 - ii. Daily Report - Shall provide a chronological listing of each transaction processed by MSM. This report is used to audit information at the transaction record level.
 - iii. Daily Summary Report - Provide a daily summary of all MSM reports including daily grand totals of all information from the MSM reports. This report provides an overview of the day's activity.
 - iv. Monthly Report - Shall summarize MSM activity by month including all of the features listed in the Daily Summary Report. This report is used for adding, performance evaluation, auditing, and statistical information.
 - v. Parking Value/Type Report - Shall provide stratification based upon the value of transactions processed by payment type. Breakdowns shall be provided for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
 - vi. Sort by Field Report – Shall allow the user to sort report data by various data fields such as time, type of payment, amount of payment, MSM, etc.
 - e. MSM system software shall be capable of generating reports for individual MSMs as well as summary reports for all MSMs within the system or individual groups.

- f. Revenue reports shall include the following:
 - i. Total revenue from all transactions.
 - ii. Revenue from coin purchases of parking time.
 - iii. Revenue from credit and debit card sales.
 - iv. Total coin value in vaults.
- g. Activity reports shall include the following:
 - i. Usage by time of day.
 - ii. Usage by space number (for Pay by Space).
 - iii. Usage by MSM machine number.
 - iv. Usage by payment type and/or amount.
 - v. Length of stay reports.
- h. Collection reports shall provide the amount collected in coins with non-resettable coin totals and the date and time of the previous collection.
- i. Ad-Hoc Report Generator:
 - i. Include a report generation tool for developing additional standard reports, as well as for developing ad hoc reports.
 - ii. Include ability to automatically print reports based on defined event or database trigger.
 - iii. Provide ability to access database and graphic information summary reports by web browser.
 - iv. Provide capability for data to be exported to latest edition of Microsoft Excel and Access.
- j. Alarm conditions shall be immediately signaled showing the time of occurrence and the MSM machine number. Functions monitored shall include but not be limited to:
 - i. Low paper/out of paper.
 - ii. Low battery/battery failure.
 - iii. Coin jam.
 - iv. Card jam.
 - v. Coin vault almost full/full.
 - vi. Door open.
 - vii. Tampering.
- k. A record of alarms shall be kept, including the transmission of repeated messages that may indicate possible problems with the system.
- l. Alarms shall be able to be sent as text messages to cell phones of field staff to alert for items such as low receipts, meter malfunction, full or almost full coin box, etc.
- m. Abnormal status conditions shall be available on the CMS as a visual alarm on the monitor(s) accompanied with an audible alarm. The display shall continue to flash until the abnormal condition is corrected. The audible alarm shall continue until it is turned off by a command issued through the monitoring computer(s). Acknowledgement and turning off of any alarm condition shall be able to be performed at any of the City-designated workstations connected to the CMS. It shall not be necessary to acknowledge the alarm condition at every workstation. The system shall record the abnormal status condition and the acknowledgement of the alarm condition by time, workstation and operator.
- n. Monitor frequency of operational error in PMRS components to identify maintenance actions that would prevent later failure of a component.
- o. Monitor electrical circuits and frequency of operational error in PMRS components to assist operator to identify maintenance actions that would prevent later failure of a component.

2.2.3.10.10. Security

1. CMS and all subsystem controllers shall have security protocols, password protection and reports on exception-transaction logs that prevent unauthorized access to and manipulation of data and reports, including individual transactions.
2. All databases of transactions, reports, etc. shall be secured by means of a password from unauthorized entry and tampering from either within or outside CMS.
3. The System must include a minimum of six levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
 - a. Define individual user and group based security.
 - b. Ability to assign a unique user ID for each person authorized use of the System.
 - c. Ability to assign a unique password and periodically change that password for each authorized user ID.
 - d. Ability to establish an expiration period for passwords.
 - e. Ability to disable a user ID following successive log-on failures exceeding a specific limit.
 - f. Ability to view and report user and group level security rights
 - g. Ability to de-activate codes for former users and internal and external Customers.
 - h. Available user-defined fields.
4. Proposer shall provide Owner with a complete list of initial installation administrator user names and passwords for all authorized users.
5. Proposer shall host the web-based CMS software system and provide continual software updates at no additional charge to the City for the life of the contract.
6. The CMS system shall be password protected and the information shall only be available to the City or user authorized by the City for access to the data.

2.2.4. WARRANTY

- 2.2.4.1. Proposer shall provide a one-year warranty and provide detailed description of warranty coverage.
- 2.2.4.2. Proposer shall provide optional warranty extensions up to five years.

2.2.5. SPARE PARTS

- 2.2.5.1. Proposer shall provide a list of all parts, including their cost and life expectancy.
- 2.2.5.2. City shall provide a list of recommended spare parts to be kept on-site for replacement by City-designated staff. Recommended spare parts shall be based on 100 MSMs.
- 2.2.5.3. Proposer shall provide procedure for ordering, purchasing, and returning parts, including turn-around time.

2.2.6. SUBSTITUTIONS

- 2.2.6.1. It is recognized that there are variations in equipment between manufacturers and that some manufacturers may not be able to meet all specifications in manner specified. Others may provide extra features within standard unit. Where functional performance, features or quality of the proposed system varies from that specified, submit request for substitution identifying substitution being proposed. This submittal must be accompanied by catalog sheets, brochures, and technical specifications of the proposed system.

2.2.7. MARKETING

- 2.2.7.1. Proposer shall submit a marketing plan with proposal outlining recommendations designed to prepare and educate motorists in regard to the installation of the new meter system. The plan shall include the specific role the proposer will have in said plan.

2.2.8. VERIFICATION TESTS – MULTI-SPACE METER (MSM)

- 2.2.8.1. Coin Transaction (Pay and Display)
 - 2.2.8.1.1. Confirm that MSM accepts all approved coins.
 - 2.2.8.1.2. Confirm that MSM calculates and displays the payment amount.
 - 2.2.8.1.3. Confirm that MSM displays the parking time.
 - 2.2.8.1.4. Confirm that MSM prints receipt.
 - 2.2.8.1.5. Accept printed receipt and confirm accuracy of receipt.
 - 2.2.8.1.6. Confirm that will cancel transaction and return coins.
 - 2.2.8.1.7. Confirm that MSM will reject foreign coins and slugs.
 - 2.2.8.1.8. Repeat at all meters.
- 2.2.8.2. Credit Card Transaction (Pay and Display)
 - 2.2.8.2.1. Insert and remove credit card from card reader.
 - 2.2.8.2.2. Select parking time desired.
 - 2.2.8.2.3. Confirm MSM prints out receipt for use as display in vehicle.
 - 2.2.8.2.4. Accept printed receipt and confirm accuracy of receipt.
 - 2.2.8.2.5. Conduct twenty transactions to verify credit card authorization is completed in average of 7 seconds.
 - 2.2.8.2.6. Confirm that MSM will not accept unauthorized cards.
 - 2.2.8.2.7. Repeat at all meters.
- 2.2.8.3. No Data Communications Payment
 - 2.2.8.3.1. Disconnect data communications from MSM.
 - 2.2.8.3.2. Process several coin transactions as indicated above.
 - 2.2.8.3.3. Verify system works as if it were a normal transaction.
 - 2.2.8.3.4. Re-establish communications.
 - 2.2.8.3.5. Verify transactions are uploaded to the CMS.
 - 2.2.8.3.6. Repeat at all meters.
- 2.2.8.4. Receipt and Coin Vault Removal and Replacement
 - 2.2.8.4.1. Verify that coin vault can be easily removed/inserted and possess a locking mechanism so that the coins are not accessible without a different key.
 - 2.2.8.4.2. Verify that receipt read/write device(s) are readily accessible for replacement of roll stock.
 - 2.2.8.4.3. Verify that MSM main door properly aligns and locks upon service completion of above units.
 - 2.2.8.4.4. Repeat at all meters.
- 2.2.8.5. Modular components
 - 2.2.8.5.1. Remove and replace each modular part to confirm that all connections disengage and reengage properly.
 - 2.2.8.5.2. Repeat at all meters.

2.2.9. TRAINING

- 2.2.9.1. Proposer shall provide comprehensive training to City staff so that City staff can competently operate, collect, enforce, and maintain MSM & CMS.
- 2.2.9.2. Proposer shall provide training outline and recommended length of training.
- 2.2.9.3. Training shall be conducted one week prior to equipment being activated. Training shall be accomplished through use of lectures, visual presentations, hands-on operation of equipment and any materials necessary to perform job. Each trainee shall be provided with a complete set of training materials and operating manuals during training session, which he/she shall retain for use on job at completion of training.
- 2.2.9.4. Contractor shall conduct required training at times and locations coordinated by the City. Class size shall be no more than can benefit from training materials at one time. Full complement of training courses shall be conducted over a five-day period, or as required to accommodate shift personnel. Training shall include, but not be limited to, the following groupings of staff:

- 2.2.9.4.1. Maintenance.
- 2.2.9.4.2. Collections.
- 2.2.9.4.3. Enforcement.
- 2.2.9.4.4. Administration.
- 2.2.9.5. At conclusion of maintenance training session(s), Proposer shall submit to City a list naming qualified maintenance personnel. List shall detail level of maintenance/repair functions that City personnel are qualified to perform.

2.2.10. TECHNICAL SUPPORT

- 2.2.10.1. Minimum Technical Support Requirements:
 - 2.2.10.1.1. Proposer shall provide 24-hour technical support via telephone seven days per week.
 - 2.2.10.1.2. Proposer shall provide on-site technical support within four hours of request if requested by 12:00 noon Monday-Saturday.
 - 2.2.10.1.3. Proposer shall provide next-day on-site technical support no-later than 8:00 am the following day if requested between 12:00 noon and 5:00 pm Monday-Friday.
 - 2.2.10.1.4. Proposer shall provide technical support no-later than 8:00 am the following Monday if requested between 12:00 noon and 5:00 pm on Saturday.
- 2.2.10.2. Proposer shall provide hours of operation and fee schedule for on-site technical support.
- 2.2.10.3. Proposer shall provide a detailed description of an optional service agreement to include on-site technical support and preventative maintenance.
- 2.2.10.4. Proposer shall include operations and maintenance manuals with RFP response.

2.3 SINGLE SPACE METER SYSTEM

2.3.1. A portion of the City’s existing Single Space Meter housings shall be retrofitted without any changes to existing key/lock system, coin vault, or cash collection operations. The only anticipated change will be the meter mechanism, meter cover (dome), and meter pole if warranted. It is the Proposers responsibility to verify model numbers, quantity, location, ability to upgrade meters, and status/condition of meter poles.

2.3.2. OPERATIONAL DESCRIPTION:

- 2.3.2.1. SSM shall operate in an independent network environment, so that each meter is wirelessly enabled to communicate with the CMS without the installation of any additional networking equipment or ancillary infrastructure. No additional equipment shall be installed or mounted on the existing street meters or poles as part of this system.
- 2.3.2.2. The CMS shall be able to integrate with a Pay by Cell provider (selected and/or approved by the City) for enforcement and financial reporting. This shall be considered as a future alternate. Proposer shall identify any and all fees paid to proposer for Pay by Cell integration.

2.3.3. MINIMUM REQUIREMENTS

- 2.3.3.1. Components shall be microprocessor controlled, in on-line, virtual real-time communication with proposer hosted web-based CMS. Transactions occurring at equipment shall be reported to CMS in real time. Components or subsystems shall not experience delays, or functional degradation resulting from data communication between devices over the CMS network. All transaction data shall be available to designated City workstations within one minute of completing transaction at any device.
- 2.3.3.2. SSM shall have a memory system which stores data from each transaction, including amount paid, and time purchased. SSM shall communicate complete transaction log to CMS. In event of communication failure with CMS, SSM shall continue to operate in off-line mode and shall store a minimum of 100 transactions, or have sufficient system redundancy, to insure availability of transaction data upon restoration of CMS. In event of failure during communication an error checking and recovery routine shall be employed to prevent corruption of data files.

- 2.3.3.3. SSM shall be capable of performing and wirelessly reporting the results of a self-diagnostic routine at programmable times or intervals. Self-diagnostic routine shall verify that SSM functions are working properly. Functions to be checked shall include, but not be limited to, accuracy of fee calculation, clock, coin acceptance and card acceptance.
 - 2.3.3.3.1. SSM shall have a minimum accuracy of:
 - 2.3.3.3.2. Fee calculation accuracy: 99%.
- 2.3.3.4. Data transmission error rates: Less than one message retransmission per hour. Data received and accepted by CMS as valid shall have 99% accuracy.
- 2.3.3.5. All field programmable functions of each SSM shall be wirelessly reprogrammable from the designated City workstation(s) (password protected), and all reprogramming changes shall be reported to the CMS.
- 2.3.3.6. SSM shall be capable of at least six complex rate structures that can easily be changed from the proposer hosted web-based CMS at the City designated workstation(s). Rates to be determined by the City.
- 2.3.3.7. Primary components shall incorporate a crystal controlled time clock/calendar that is updated at least once daily by the CMS. The clock shall be accurate to at least one minute per ninety days.
- 2.3.3.8. SSM and all components shall have a temperature operating range of -25 C to +50 C.
- 2.3.3.9. Upper Housing (dome)
 - 2.3.3.9.1. The upper housing of the SSM shall be made of material such as ductile iron or zinc die cast to protect against the elements and vandalism.
 - 2.3.3.9.2. The dome shall lock in place at four corners using same key/lock system as existing meter.
 - 2.3.3.9.3. The window shall be made of Lexan[®], UV stabilized to resist yellowing and provide a clear view to the digital display.
 - 2.3.3.9.4. The outer surface of the meter top cover shall be painted with a material to provide weather resistance, fading from sunlight, scratch resistance, and be easily cleaned.
- 2.3.3.10. Components
 - 2.3.3.10.1. All major components shall be modular in nature and easily removed/replaced by hand.
 - 1. Proposer shall provide a list of modular components that may be replaced by hand.
 - 2. Proposer shall provide a list of replacement parts that require tools for replacement, and which tools are required.
 - 2.3.3.11. All connections and connection boxes shall be water and corrosion resistant and designed with unique installations so that a component or connector cannot be connected incorrectly.
 - 2.3.3.11.1. Informational Displays
 - 1. SSM shall have a liquid crystal display (LCD). Messaging shall include but not be limited to:
 - a. Current time of day (HH:MM).
 - b. Fee paid.
 - c. Time purchased.
 - d. Time on meter.
 - 2. LCD shall be remotely programmable via the CMS.
 - 3. LCD shall be backlit, automatically adjust to external light conditions, and the contrast shall be adjustable by the City.
 - 4. A UV resistant (non-yellowing) Lexan like material shall be used to protect the LCD.
 - 5. Proposer must provide size of display and number of lines and characters.
 - 6. Display shall be capable of displaying "Coin Only" or "Card Only" message when that payment option is the only available option.
 - 7. Display shall be capable of displaying "No Parking" message programmable by the City.

2.3.3.11.2. Coin Acceptor

1. SSM shall be capable of accepting payment of parking fees by all U.S. coins in denominations of \$0.05, \$0.10, \$0.25, \$.50 and all US \$1.00 coins. Owner may elect to limit or expand coin acceptance.
2. SSM shall not process foreign coins and/or slugs.
3. If coin slot is inoperable a message shall be displayed advising to pay by card.

2.3.3.11.3. Card Reader

1. Each SSM shall be equipped with an internal magnetic stripe swipe reader used for processing credit card transactions.
2. Credit card transactions shall accommodate as a minimum:
 - a. VISA.
 - b. Master Card.
 - c. Discover.
 - d. American Express.
 - e. Checking Account Debit Cards with Visa/Master Card Logo.
3. Credit Card Approval System: Credit card reader within each SSM shall be connected to a vendor hosted server that is dedicated to credit card approval and payment processing system. Information from each credit card transaction shall be transmitted to a vendor hosted server via GSM/GPRS that shall be in direct communication with authorizing clearinghouse via T1 or DSL connection, to provide on line real-time approvals for each transaction. Credit card data transmissions shall meet the Payment Card Industry (PCI) Data Security Standards including Visa Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) programs. Proposer shall provide proof of certifications. No credit card information shall be transmitted on any City of Memphis network.
4. Encryption must be performed by the card reader.
5. Credit card authorization must be in real time.
6. Average authorization time for credit card transactions shall not be greater than eight seconds. Proposer shall be responsible for confirming record formats required by Owner's financial institution.
7. Payment by credit card shall use a hybrid card reader that will function for the purpose of credit card magnetic stripe cards.
8. SSM shall include a button allowing the user to select the maximum parking rate and/or the ability to toggle up or down to adjust the time.
9. The user will have the ability to select "ok" to confirm or "cancel" if they wish to stop transaction.
10. If card slot is inoperable a message shall be displayed advising to pay by coin.

2.3.3.11.4. Power Supply

1. SSM shall be capable of solar power operation with minimum battery life of 36 months. No trenching, conduit, or wiring shall be required.
2. Battery must be commercially available without voiding warranty.
3. Battery shall be able to be replaced in less than one minute with no tools required.
4. Solar panel shall be integrated into the SSM and not an add-on unit.
5. Shall include a separate backup battery to sustain clock, calendar, audit information and RAM in the event of a system failure or during solar battery replacement.

2.3.3.11.5. User Interface

1. SSM shall have a weather proof keypad or and/or user buttons.
2. SSM shall be capable of operating in different languages by push of a button. Specific languages to be determined by the City.

2.3.3.12. Central Management System (CMS):

2.3.3.12.1. The system shall be implemented through a web-based application, hosted by the SSM proposer.

2.3.3.12.2. The system shall be able to integrate with Oracle, the City's financial software program.

- 2.3.3.12.3. The MSM and SSM financial reporting systems shall integrate with each other so that the City may easily combine financial reports from both systems.
- 2.3.3.12.4. System shall use a secure VPN connection and maintain that connection while active, and automatically logoff after programmable period of inactivity.
- 2.3.3.12.5. CMS shall be password protected to restrict access to authorized users only and shall be accessible at all web-enabled City workstations.
- 2.3.3.12.6. The CMS shall be configured with a minimum of two subsystems:
1. Revenue Reporting.
 2. Equipment Monitoring.
- 2.3.3.12.7. The CMS shall accomplish the following tasks from any web-enabled City workstations, with appropriate user name and password:
1. Remote programming of SSM parking rates. Rate tables should be in a windows format and easily changed.
 2. Uploading and consolidating reports from SSM.
 3. Retrieval and review of individual transactions. Retrieval shall be based upon user defined parameters. Reports shall be displayed on a monitor, printed on a printer, and/or converted to an ASCII file.
 4. Consolidating and retaining data that allow for report generation. The following are the minimum required reports. The reports shall be able to be viewed on a workstation monitor or printed:
 - a. Daily Event Log - A listing of changes to the system and users who made the changes. It shall include print communication messages; equipment alarms and system log on/off's.
 - b. Daily Report - Shall provide a chronological listing of each transaction processed by SSM. This report is used to audit information at the transaction record level.
 - c. Daily Summary Report - Provide a daily summary of all SSM reports including daily grand totals of all information from the SSM reports. This report provides an overview of the day's activity.
 - d. Monthly Report - Shall summarize SSM activity by month including all of the features listed in the Daily Summary Report. This report is used for adding, performance evaluation, auditing, and statistical information.
 - e. Parking Value/Type Report - Shall provide stratification based upon the value of transactions processed by payment type. Breakdowns shall be provided for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
 - f. Sort by Field Report – Shall allow the user to sort report data by various data fields such as time, type of payment, amount of payment, SSM, etc.
 5. Monthly Report - Shall summarize SSM activity by month including all of the features listed in the Daily Summary Report. This report is used for adding, performance evaluation, auditing, and statistical information.
 6. Parking Value/Type Report - Shall provide stratification based upon the value of transactions processed by payment type. Breakdowns shall be provided for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
 7. Sort by Field Report – Shall allow the user to sort report data by various data fields such as time, type of payment, amount of payment, SSM, etc.
 8. SSM system software shall be capable of generating reports for individual SSMs as well as summary reports for all SSMs within the system or individual groups.
 9. Revenue reports shall include the following:
 - a. Total revenue from all transactions.
 - b. Revenue from coin purchases of parking time.
 - c. Revenue from credit and debit card sales.
 - d. Total coin value in vaults.

10. Activity reports shall include the following:
 - a. Usage by time of day.
 - b. Usage by SSM machine number.
 - c. Usage by payment type and/or amount.
 - d. Length of stay reports.
11. Collection reports showing the amount collected in coins with non-resettable coin totals and the date and time of the previous collection.
12. Ad-Hoc Report Generator:
 - a. Include a report generation tool for developing additional standard reports, as well as for developing ad hoc reports.
 - b. Include ability to automatically print reports based on defined event or database trigger.
 - c. Provide ability to access database and graphic information summary reports by web browser.
 - d. Provide capability for data to be exported to latest edition of Microsoft Excel and Access.
13. Alarm conditions shall be immediately signaled showing the time of occurrence and the SSM machine number. Functions monitored shall include but not be limited to:
 - a. Low battery/battery failure.
 - b. Coin jam.
 - c. Card jam.
 - d. Coin vault almost full/full.
 - e. Tampering.
14. A record of alarms shall be kept, including the transmission of repeated messages that may indicate possible problems with the system.
15. Alarms shall be able to be sent as text messages to cell phones of field staff to alert for items such as meter malfunction, full or almost full coin box, etc.
16. Abnormal status conditions shall be available on the CMS as a visual alarm on the monitor(s) accompanied with an audible alarm. The display shall continue to flash until the abnormal condition is corrected. The audible alarm shall continue until it is turned off by a command issued through the monitoring computer(s). Acknowledgement and turning off of any alarm condition shall be able to be performed at any of the City-designated workstations connected to the CMS. It shall not be necessary to acknowledge the alarm condition at every workstation. The system shall record the abnormal status condition and the acknowledgement of the alarm condition by time, workstation and operator.
17. Monitor frequency of operational error in PMRS components to identify maintenance actions that would prevent later failure of a component.
18. Monitor electrical circuits and frequency of operational error in PMRS components to assist operator to identify maintenance actions that would prevent later failure of a component.

2.3.3.13. Security

- 2.3.3.13.1. CMS and all subsystem controllers shall have security protocols, password protection and reports to exception transaction logs that prevent unauthorized access to and manipulation of data and reports, including individual transactions.
- 2.3.3.13.2. All databases of transactions, reports, etc. shall be secured by means of password from unauthorized entry and tampering from either within or outside CMS.
- 2.3.3.13.3. The System must include a minimum of six levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
 1. Define individual user and group based security.
 2. Ability to assign a unique user ID for each person authorized to use the System.
 3. Ability to assign a unique password and periodically change that password for each authorized user ID.

4. Ability to establish an expiration period for passwords.
 5. Ability to disable a user ID following successive log-on failures exceeding a specific limit.
 6. Ability to view and report user and group level security rights.
 7. Ability to de-activate codes for former users and internal and external Customers.
 8. Available user-defined fields.
- 2.3.3.13.4. Proposer shall provide Owner with a complete list of initial installation administrator user names and passwords for all authorized users.
- 2.3.3.13.5. Proposer will host the web-based CMS software system and provide continual software updates at no additional charge to the City for the life of the contract. The CMS system will be password protected and the information will only be available to the City or user authorized by the City for access to the data.

2.3.4. WARRANTY

- 2.3.4.1. Proposer shall provide a one-year warranty and provide detailed description of warranty coverage.
- 2.3.4.2. Proposer shall provide optional warranty extensions up to five years.

2.3.5. SPARE PARTS

- 2.3.5.1. Proposer shall provide a list of all parts, including their cost and life expectancy.
- 2.3.5.2. City shall provide a list of recommended spare parts to be kept on-site for replacement by City-designated staff. Recommended spare parts shall be per 100 SSMs.
- 2.3.5.3. Proposer shall provide procedure for ordering, purchasing, and returning parts, including turn-around time.

2.3.6. SUBSTITUTIONS

- 2.3.6.1. It is recognized that there are variations in equipment between manufacturers and that some manufacturers may not be able to meet all specifications in manner specified. Others may provide extra features within standard unit. Where functional performance, features or quality of the proposed system varies from that specified, submit request for substitution identifying substitution being proposed. This submittal must be accompanied by catalog sheets, brochures, and technical specifications of the proposed system.

2.3.7. MARKETING

- 2.3.7.1. Proposer shall submit a marketing plan with proposal outlining recommendations designed to prepare and educate motorists in regard to the installation of the new meter system. The plan shall include the specific role the proposer will have in said plan.

2.3.8. VERIFICATION TESTS

- 2.3.8.1. Coin Transaction
- 2.3.8.1.1. Confirm that SSM accepts all approved coins.
 - 2.3.8.1.2. Confirm that SSM calculates and displays the payment amount.
 - 2.3.8.1.3. Confirm that SSM displays the parking time.
 - 2.3.8.1.4. Confirm that SSM will not allow time for foreign coins or slugs.
 - 2.3.8.1.5. Repeat at all meters.
- 2.3.8.2. Credit Card Transaction
- 2.3.8.2.1. Insert and remove credit card from card reader.
 - 2.3.8.2.2. Select Parking Time Desired.
 - 2.3.8.2.3. Conduct twenty transactions to verify credit card authorization is completed in average of 7 seconds.
 - 2.3.8.2.4. Confirm that SSM will not accept unauthorized cards.
 - 2.3.8.2.5. Repeat at all meters.
- 2.3.8.3. No Data Communications Payment
- 2.3.8.3.1. Disconnect data communications from SSM.

- 2.3.8.3.2. Process several coin transactions as indicated above.
- 2.3.8.3.3. Verify system works as if it were a normal transaction.
- 2.3.8.3.4. Re-establish communications.
- 2.3.8.3.5. Verify transactions are uploaded to the CMS.
- 2.3.8.3.6. Repeat at all meters.
- 2.3.8.4. Modular components
 - 2.3.8.4.1. Remove and replace each modular part to confirm that all connections disengage and reengage properly.
 - 2.3.8.4.2. Repeat at all meters.

2.3.9. TRAINING

- 2.3.9.1. Proposer shall provide comprehensive training to City staff so that City staff can competently operate, collect, enforce, and maintain SSM & CMS.
- 2.3.9.2. Proposer shall provide training outline and recommended length of training.
- 2.3.9.3. Trainees shall receive training one week prior to equipment being activated. Training shall be accomplished through use of lectures, visual presentations, hands-on operation of equipment and any materials necessary to perform job. Each trainee shall be provided with a complete set of training materials and operating manuals during training session, which he/she shall retain for use on job at completion of training.
- 2.3.9.4. Contractor shall conduct required training at times and locations coordinated by the City. Class size shall be no more than can benefit from training materials at one time. Full complement of training courses shall be conducted over a five-day period, or as required to accommodate shift personnel. Training shall include, but not be limited to, the following groupings of staff:
 - 2.3.9.4.1. Maintenance.
 - 2.3.9.4.2. Collections.
 - 2.3.9.4.3. Enforcement.
 - 2.3.9.4.4. Administration.
- 2.3.9.5. At conclusion of maintenance training session(s), Proposer shall submit to City a list naming qualified maintenance personnel. List shall detail level of maintenance/repair functions that City personnel are qualified to perform.

2.3.10. TECHNICAL SUPPORT

- 2.3.10.1. Minimum Technical Support Requirements:
 - 2.3.10.1.1. Proposer shall provide 24-hour technical support via telephone seven days per week.
 - 2.3.10.1.2. Proposer shall provide on-site technical support within four hours of request if requested by 12:00 noon Monday-Saturday.
 - 2.3.10.1.3. Proposer shall provide next-day on-site technical support no-later than 8:00 am the following day if requested between 12:00 noon and 5:00 pm Monday-Friday.
 - 2.3.10.1.4. Proposer shall provide technical support no-later than 8:00 am the following Monday if requested between 12:00 noon and 5:00 pm on Saturday.
- 2.3.10.2. Proposer shall provide hours of operation and fee schedule for on-site technical support.
- 2.3.10.3. Proposer shall provide a detailed description of an optional service agreement to include on-site technical support and preventative maintenance.
- 2.3.10.4. Proposer shall include operations and maintenance manuals with RFP response.

3. PROPOSAL RESPONSE

This Section 3 describes the contents of Proposer’s Proposal and provides an outline of how the Proposer should organize it. Proposer’s Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as, the additional instructions provided in Section 4.6 regarding the required Proposal formats and submission process.

Specifically, Proposer’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 3.

PROPOSER’S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION 3.

Sections and Topics
Section 1 – Cover Letter
Section 2 – Executive Summary
Section 3 – Scope
Section 4 – Solution/Implementation Design
Section 5 – Pricing Model
Section 6 – References
Section 7 – Proposer’s Alternative Proposals
Section 8 – Proposer’s Due Diligence Requirements
Section 9 – Insurance and Indemnification
Section 10 – Equal Business Opportunity (EBO) Program
Section 11 – Annual Report: May be included in separate cover from bound copies, but must be included with response.

3.1 COVER LETTER

Proposer’s Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

3.2 EXECUTIVE SUMMARY

Proposer’s Proposal shall begin with an executive summary providing an overview of Proposer’s solution/implementation, with a focus on any new technologies, innovations, processes, and transformation that Proposer will bring to help the City meet its objectives. The Executive Summary should include a description of the following:

- A description of Proposer’s solution/implementation
- A description of Proposer’s pricing approach; including any software license costs.
- A description of Proposer’s relevant experience to the proposed solution/implementation, including customer’s previous municipal and local government clients with similar population sizes.
- A list of key interactions between Proposer and the other involved parties (e.g., the City, City contractors, etc.), as well as, a description of Proposer’s approach for managing and communicating between and among those parties during the development and deployment of .a new parking meter system.
- A summary of any key differentiators that make Proposer uniquely positioned to provide a new parking meter system to the City.

3.3 SCOPE

In Section 3 of its Proposal, Proposer shall explicitly confirm its agreement with the full scope of Services described in this section. If, however, Proposer believes that it can provide a solution/implementation that better fits the City’s requirements/objectives/ constraints by not providing all of the Services, Proposer may propose alternatives under the Alternative Proposals section, described below.

3.4 SOLUTION/IMPLEMENTATION DESIGN

Section 4 of Proposer’s Proposal shall describe Proposer’s “Solution/Implementation Design”.

3.5 PRICING MODEL

In Section 5 of Proposer’s Proposal, Proposer shall provide a detailed breakdown of costs. For example, what is the cost for equipment, service, training and implementation? Detailed cost sheets are included in Exhibit 2: Price Forms

3.6 REFERENCES

In Section 6 of the Proposer’s Proposal, proposers shall provide a list of all municipal multi-space and/or single-space w/credit card installations completed in the U.S. with the proposed equipment manufacturer within the past five years. Do not include trials or pilots. List shall include:

1. Name of municipality.
2. Machine type.
3. Quantity.
4. Date of installation.

To demonstrate qualifications to perform Work, each proposer shall submit three references from three completed projects that are similar in scope and size to this project. Proposer shall include a description of Work completed, including:

1. Owner’s name and contact information.
2. Physical address of installation.

3. Product description.
4. Quantity.
5. Scope of work.
6. Date started.
7. Date completed.

Proposer shall provide physical address of local office or facility of designated service provider for the installation and maintenance of the project and state how long at said address, and if not the proposer, how long under contract with the proposer.

3.7 PROPOSER'S ALTERNATIVE PROPOSALS

In Section 7 of the Proposer's Proposal, Proposer may (at its option) 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 be supplements to Proposer's core proposal, and should not be used as a substitute to addressing City's stated requirements.

3.8 PROPOSER'S DUE DILIGENCE REQUIREMENTS

In Section 8 of its Proposal, Proposer should submit a detailed list of any additional due diligence – such as review of specific information and interviews of particular City personnel – that Proposer would need to perform following down-selection, if Proposer were chosen as a down-selected provider, in order to develop and submit a detailed and unqualified best and final offer.

3.9 INSURANCE AND RISK OF LOSS

In Section 9 of its Proposal, Proposer should submit a statement of compliance to all listed insurance in the reply to this RFP or note any exceptions.

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.

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.

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
2714 Union Extended, Suite 200
Memphis, TN 38112

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

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 Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's 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:

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

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:
\$ 2,000,000 Each occurrence / 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.

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

3.10 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

In Section 10 of the Proposer’s Proposal, Proposer shall provide a complete participation plan or well documented good faith efforts. See the following pages for descriptions and forms.

Equal Business Opportunity Program

This contract will be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity (“EBO”) Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City’s website at www.memphistn.gov under “Doing Business”. The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises (“M/WBE”) in the City’s purchasing activities. Toward achieving this objective, the M/WBE participation goal for this solicitation is **10%**. The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or women business enterprises divided by the total proposed base bid amount.

Participation Plan

The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates to achieve in the performance of contract resulting from this RFP; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBEs the Respondent plans to utilize in the performance of the contract resulting from this RFP.

Good Faith Efforts Documentation

If a Respondent proposes an M/WBE percentage less than the established goal, the Respondent must, at the time of the response, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage. The ability of the Respondent to perform the work with its own work force will not in itself excuse the Respondent from making good faith efforts to meet participation goals. The determination of whether a Respondent has made a good faith effort will be made by the City’s Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.

Eligible M/WBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5384, a firm must be included on the City's list of certified M/WBE firms. One or a combination of several M/WBEs may be utilized to meet the established goal of 10%.

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Mary L. Bright
City of Memphis
Contract Compliance Officer
Mary.Bright@memphistn.gov
125 North Main Street, Suite 546
Memphis, TN 38103
Phone: (901) 576-6210
Fax: (901) 576-6560

CITY OF MEMPHIS

EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM

PROJECT TITLE: Parking Meter Replacement and Upgrade

Project M/WBE GOAL: 10%

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #

Total	\$	%
MBE		

WBE		
-----	--	--

THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.

**CITY OF MEMPHIS
GOOD FAITH EFFORT DOCUMENTATION FORM**

To The Honorable Mayor City of Memphis, Tennessee
From:

PROPOSER NAME _____

PROJECT TITLE: **Parking Meter Replacement and Upgrade**

Enclosed please find the required documents:

Said Bidder ___ did / or ___ did not attend the project pre-bid meeting.

***Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).**

Said Bidder _____ did / or _____ did not select economically feasible portions of the work to be performed by M/WBE firms.

***List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.**

***Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)**

The Bidder ___ did / or ___ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

***List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms were found to be non-qualified, please state so.**

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk '**') MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

Contractor's Name

Signature

Printed or Typed Name and Title

3.11 ANNUAL REPORT

The Proposer shall submit their most recent annual report or current audited financial statements. The financial stability of the Proposer and the Proposer's length of time in business will be closely evaluated. Financial information may be included in separate cover from bound copies, but must be included with response.

4. INSTRUCTIONS ON RFP PROCESS

4.1 USE OF INFORMATION

Proposer may not make any public announcement relating to this RFP or otherwise publicize the existence or contents of this RFP. Any Proposer 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 in Section 4.2 or other designated City personnel or agents.

4.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

Richard Merrill is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Proposer should direct all inquiries to the Principal Contact at:

Richard.merrill@memphistn.gov

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

4.3 SCHEDULE OF ACTIVITIES

4.3.1. In order to accelerate the business transformation, service improvements and cost savings the City anticipates, 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 Proposer's Proposal (and other RFP recipients' proposals), and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.

4.3.2. As a result, the City requests that Proposer 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.

4.3.3. It is the City's option to conduct interviews with finalists. However, in no way is the City obligated to interview finalists.

4.3.4. The City reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department.

Activity	Date
Publish RFP	July 13, 2012
Pre-submittal meeting	July 25, 2012
Proposer Questions Deadline	August 03, 2012
City Response to Questions	August 15, 2012
Proposal Submission Deadline	August 31, 2012
Finalist Selections – Optional	Week of September 10, 2012
Finalist Presentations – Optional (City’s Discretion)	Week of September 24, 2012
Negotiations	October, 2012
Agreement Finalization	October, 2012

4.3.5. Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4 PRE-SUBMITTAL CONFERENCE

4.3.6. A pre-submittal conference is scheduled for this RFP at 10:00 a.m. on July 25, 2012 at Division of Engineering, 125 North Main Street, Suite 644, Memphis, TN 38103. Although attendance is not mandatory, all interested proposers are encouraged to attend. Proposers wishing to attend should communicate their intentions, via e-mail, by July 20, 2012, to the individual listed in Section 4.2. Communication shall include the subject heading “(your company’s name) – pre-submittal conference”. In addition to the sender’s e-mail address, the e-mail should include the number of attendees. Attendees may also e-mail advance questions to the City, which may be addressed during the meeting.

For additional information, please contact Richard Merrill at Richard.merrill@memphistn.gov

4.5 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Proposer may submit an initial set of questions based on its review of this RFP, by completing the template provided at Exhibit 1 (Proposer Questions Template) and sending it via email by August 3, 2012 by 5:00 pm CDT. Questions received after 5:00 will not be answered. This email should be sent to the individual(s) described in Section 4.2, with the subject heading: “[Your company’s name] – Initial City of

Memphis Parking Meter RFP Questions.” The City will post the responses to the questions on the City’s web site August 15, 2012 by 5:00 pm CDT. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of the City will be the one posted via the City’s website.

4.6 PROPOSAL SUBMISSIONS

4.6.1. PROPOSAL SUBMISSION AND DUE DATE

Proposer shall submit (A) one (1) original and seven(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 **August 31, 2012 at 2:00 pm CDT**, to the addressee provided below:

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

The label should identify the contents as: **City of Memphis Parking Meter Replacement and Upgrade**

RFP #12507.

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.

- 4.6.1.1. Proposals may not be amended after the submission deadline.
- 4.6.1.2. Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with proposer’s response to this RFP will become the property of the city and may be returned only at the city’s option.
- 4.6.1.3. With respect to the information contained on proposer’s CDs or DVDs:
 - 4.6.1.3.1. 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 proposer’s printed copy of its proposal;
 - 4.6.1.3.2. Each document (and file name) should clearly show the name of proposer;
 - 4.6.1.3.3. Each file should be pre-formatted by proposer to facilitate on-line viewing and printing in a form consistent with proposer’s printed copy of its proposal;
 - 4.6.1.3.4. All documents should be presented in a native Microsoft office format (e.g., word, excel, PowerPoint, project) or PDF.
 - 4.6.1.3.5. Documents should not include embedded files.

4.6.2. PROPOSAL FORMAT

The City expects the Proposal to be a compilation of various documents, in particular because Proposer’s Proposal must utilize the RFP response templates set forth in the Exhibits in this RFP. The Proposal should be structured so that there is a primary, “core” document (organized in accordance with Section 3) that incorporates by reference, as applicable, the other documents.

Proposer shall use Microsoft Office 2003 file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½” x 11” paper, unless another format is provided by the response template. Proposer responses should be specific, factual, brief and to the point, and should avoid pure sales and marketing content to the extent possible.

4.6.3. 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.

4.6.4. PROPOSER DATA

The confidentiality of information and data contained in Service Provider's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

4.6.5. Deadline Extension

The City reserves the right to extend the submission deadline, if such action is considered necessary by the City.

4.6.6. Ambiguity, Conflict, or other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing e-mail, the City of such error request modification or clarification of the document. The Proposer shall include the RFP number, page number and the applicable paragraph title. The City will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

4.6.7. Failed Competition

The City reserves the right to reject any or all proposals which are not responsive to the specifications of this Request for Proposal (RFP). Competitive negotiation requires that at least two responsive proposals for the same scope of work and service area be received in response to the RFP. A competition is considered failed if only one responsive proposal is received. If a competition has been declared failed, the City then has the option to reopen the procurement or enter into a non-competitive procurement.

4.6.8. Withdrawing or Amending a Proposal

At any time prior to the scheduled deadline for receipt of proposals, the Proposer may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

4.6.9. Acceptance/Rejection of Proposals

The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The City shall reject the proposal of any Proposer that is determined to be non-responsive.

4.6.10. Informalities/Minor Irregularities

The City reserves the right to waive minor irregularities or informalities in a Proposer's proposal when the City determines that it will be in City's best interest to do so. Any such waiver shall not modify any remaining RFP specifications or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

4.6.11. Proposer indebted to the City

No contract will be knowingly awarded to any organization which, in the City's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

4.6.12. Tax Payments

The City of Memphis exempt from federal excise, state and local taxes on all purchases and will issue tax exemption certificates, upon request.

4.6.13. GENERAL

Subject to questions and clarifications raised on specific issues in accordance with Section 4.4, Proposer 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.

4.7 FINALIST SELECTIONS (OPTIONAL)

The City may or may not select a number of the RFP respondents who will be asked to give an oral presentation of its proposal to the City. However the City is not obligated to interview any finalist. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration.

For this reason, Proposer is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply risks being dropped from further consideration without having an opportunity to improve its offer.

4.8 RECIPIENT PRESENTATIONS (OPTIONAL)

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 the week of September 24, 2012.

If Proposer is one of the RFP recipients asked to give an oral presentation, Proposer should prepare a comprehensive presentation that concentrates on the business and technical aspects of the Proposal, and should not be marketing discussions. **PROPOSER'S PROPOSAL WILL NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. 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. Proposer 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 Proposer's presentation based on the City's initial review of the Proposals.

4.9 CONTRACT AWARD

The award of contract will be made on the basis of the best proposal, as determined by the City, which meets the requirements and criteria set forth in the solicitation. The City may fund all or any part of a proposal, and the City will only accept proposals for the services requested. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract, which will be based on information provided in the proposal, becomes legally binding once all parties have signed it. Any contract resulting from this RFP shall be subject to the City of Memphis General Terms and Conditions set forth in this solicitation. The successful Contractor shall be required to execute the contract originated by the City of Memphis and satisfy all contract requirements as specified by the City. One or more contracts may be awarded under this RFP, and any contract awards and amounts are subject to the availability and appropriation of funds. Unless changed by the City, the anticipated contract will commence upon contract execution and end three years after the contract execution. The City reserves the option to extend the contract term for 2 additional 12-month periods.

4.10 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.

4.11 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 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 provider.

4.12 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 all RFP participants for their consideration. The City will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by the City. It is the responsibility of the Proposer to check the website for possible addenda and should consider such information in its Proposal. The City will assume that all changes or additional requirements transmitted have been taken into account in Proposer's Proposal (including with respect to pricing), unless otherwise specified.

4.13 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. Proposer 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 Proposer may detect inconsistencies or potential errors. While Proposer should identify these potential issues in its questions or in an appendix to its Proposal, Proposer should use the information provided 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.

4.14 PROPOSAL PREPARATION COSTS

Proposer 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.

4.15 OWNERSHIP AND INTELLECTUAL PROERTY

The City will own all of the data contained within the Parking Meter Replacement and Upgrade Solution.

5. EVALUATION MODEL

5.1 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:

- Was submitted (in the form and format required) by the due date as specified in Section 4.6.
- Conforms to the requirements of the RFP (e.g. includes the requisite number of copies, customer references, etc.).

5.2 EVALUATION OF QUALIFYING 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:

- Scope and Solution/Implementation: whether Proposer accepted the scope of services presented in this RFP, meets the solution/implementation requirements and constraints, proposes an appropriate development plan, mitigates risks, and delivers value added components.
- Pricing: whether Proposer provides a cost effective pricing methodology.
- Location: whether Proposer(s) of the proposed solution/implementation has a local office in the Shelby county area, preferably in the City of Memphis.

Information on how the City will weigh these categories for each down-selection referenced in this Section 5 above is set forth below:

Evaluation Category	First Down Selection	Award of Services
Scope and Solution /Implementation	50%	50%
Pricing	40%	40%
Location	10%	10%
TOTAL	100%	100%

6. RFP TERMS AND CONDITIONS

See following pages.

Terms and Conditions

RFP TERMS

REQUEST FOR PROPOSAL TERMS

The City of Memphis seeks proposals from firms who have the expertise to provide a new on-street parking meter system in accordance with this RFP document. This is a Request for Proposal that may be modified by the City in the selection process.

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicap status in employment or in the provision of services.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

The contract may be subject to the requirements of Ordinance No. 5185, as amended, which establishes a minimum wage for employees of businesses receiving a service or service-related contract from the City of Memphis. The Living Wage ordinance and any amendments thereto, can be accessed on the City's website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on the "Doing Business with the City" link. A link to the ordinance will be accessible on the top right side under the section "Links".

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the intent to award announcement at the following address: City of Memphis Purchasing Agent; 125 North Main, Room 354; Memphis, Tennessee 38103. Notice will be posted on the City's website and outside Council Chambers, located on the lobby floor of City Hall. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

No objections with regard to the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a proposer shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

Any contract resulting from the proposals received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

A C WHARTON, JR., MAYOR

James Stokes, City Purchasing Agent

Published in The Daily News on July 17-18, 2012 2 Copies

INSTRUCTIONS TO PROPOSERS

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Proposers must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City issuing a properly executed purchase order or entering into a contract with the proposer, the successful proposer, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate the City 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. Cancellation of this RFP or any subsequent award will be posted on the City's website: www.memphistn.gov under the section titled "Government News."

Any firm receiving a mailed solicitation on the above subject and not bidding will be electronically removed from the City's mailing list used for the above-referenced subject after 3 consecutive non-responses or no bids.

For additional information concerning this solicitation, please contact: Richard Merrill via via e-mail at Richard.merrill@memphistn.gov.

This solicitation shall be in accordance with the City of Memphis Ordinances and Purchasing Policies and Procedures, which may be amended from time to time.

All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate City staff. All information provided by the Proposer in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation to the City.

The Mayor of the City of Memphis is the only individual who can legally sign contracts on behalf of the City. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

Exhibit 2 – PRICE FORMS

PRICE FORM TERMS

Proposer shall provide 100% project financing of the CONTRACT PRICE for the benefit of the CITY. The following are the terms of this financing:

FINANCING TERM (IN MONTHS.)

(in words)

(in numbers)

PER ANNUM RATE OF INTEREST

(in words)

(in numbers)

PRICE FORM

The undersigned PROPOSER proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Proposal and in accordance with Contract Documents.

In submitting this Proposal, PROPOSER represents, as more fully set forth in Agreement, that:

PROPOSER has examined copies of all Contract Documents and of the following addenda (receipt of all of which is hereby acknowledged):

Addenda # ____ Date _____ Signature _____

Addenda # ____ Date _____ Signature _____

Addenda # ____ Date _____ Signature _____

PROPOSER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as PROPOSER deems necessary

This Proposal is genuine and not made in interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly induced or solicited any other Proposer to submit false or sham Proposal; PROPOSER has not solicited or induced any person, firm or corporation to refrain from proposing; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other Proposer or over CITY; and

CITY reserves right to delete any section of Work.

Communications concerning this Proposal shall be addressed to: (PROPOSER to provide Proposer's name, address, telephone number and name of individual familiar with this Proposal and able and authorized to answer questions regarding this Proposal.)

UNIT COSTS AND ALTERNATES

PROPOSER will complete Work for following price(s): includes provision of all material, labor, equipment, and services necessary to furnish and install fully integrated PMRS per the specifications in this RFP. The integrated PMRS shall consist of pay-and-display MSMs, SSMs with credit card acceptance, and a CMS as specified in this RFP. All multi-space meters will be manufactured in the same year of purchase.

All prices shall remain in effect for a contract period of three years in the event that the City elects to change or expand the program after initial purchase.

1. Pay and Display Multi-Space Meters

a. Unit cost for pay-and-display multi-space meters:

_____ Dollars (\$ _____)
(in words) (in numbers)

Manufacturer: _____ Model _____

b. Monthly CMS fees per meter:

_____ Dollars (\$ _____)
(in words) (in numbers)

c. Unit cost for paper receipt rolls:

_____ Dollars (\$ _____)
(in words) (in numbers)

of tickets per roll: _____

2. Single-Space CC Meters

a. Unit cost for single-space CC meters:

_____ Dollars (\$ _____)
(in words) (in numbers)

Manufacturer: _____ Model _____

b. Monthly CMS fees per meter:

_____ Dollars (\$ _____)
(in words) (in numbers)

c. Unit cost for credit card transactions:

_____ Dollars (\$ _____)
(in words) (in numbers)

d. Unit cost for replacement & installation of missing/damaged meter poles:

_____ Dollars (\$ _____)
(in words) (in numbers)

e. Additional costs or fees required to meet the specifications. Explain in detail:

3. Alternates

a. Extended Warranty – Annual fee to extend the manufacturer’s warranty for a period of 4 years beyond the initial warranty period.

Year 2 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 3 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 4 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 5 _____ Dollars (\$ _____)
(in words) (in numbers)

b. Service Agreement – Annual fee for optional service agreement covering all service call labor and preventative maintenance.

Year 1 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 2 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 3 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 4 _____ Dollars (\$ _____)
(in words) (in numbers)

Year 5 _____ Dollars (\$ _____)
(in words) (in numbers)

c. Pay-by-Cell Integration – Provide any and all costs for integrating with a pay by cell system.

d. **Multi-Space Meters** in **Pay-by-Space** mode:

1) Unit cost for **initial purchase** of multi-space meters in pay-by-space mode:

_____ Dollars (\$ _____)
(in words) (in numbers)

Manufacturer: _____ Model _____

a) Monthly CMS fees per meter:

_____ Dollars (\$ _____)
(in words) (in numbers)

b) Additional costs or fees required to meet the specifications. Explain in detail, including any changes to Paper, Extended Warranty or Service Agreement:

2) Any and all additional costs or fees required to change payment mode to **Pay by Space** after initial purchase of **Pay and Display** meters:

e. Multi-Space Meters in Pay-by-Plate mode

1) Unit cost for initial purchase of multi-space meters in pay-by-plate mode:

_____ Dollars (\$ _____)
(in words) (in numbers)

Manufacturer: _____ Model _____

a) Monthly CMS fees per meter:

_____ Dollars (\$ _____)
(in words) (in numbers)

b) Additional costs or fees required to meet the specifications. Explain in detail, including any changes to Paper, Extended Warranty or Service Agreement:

c) Any and all additional costs or fees required to change payment mode to Pay by Plate after initial purchase of Pay and Display meters:

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)

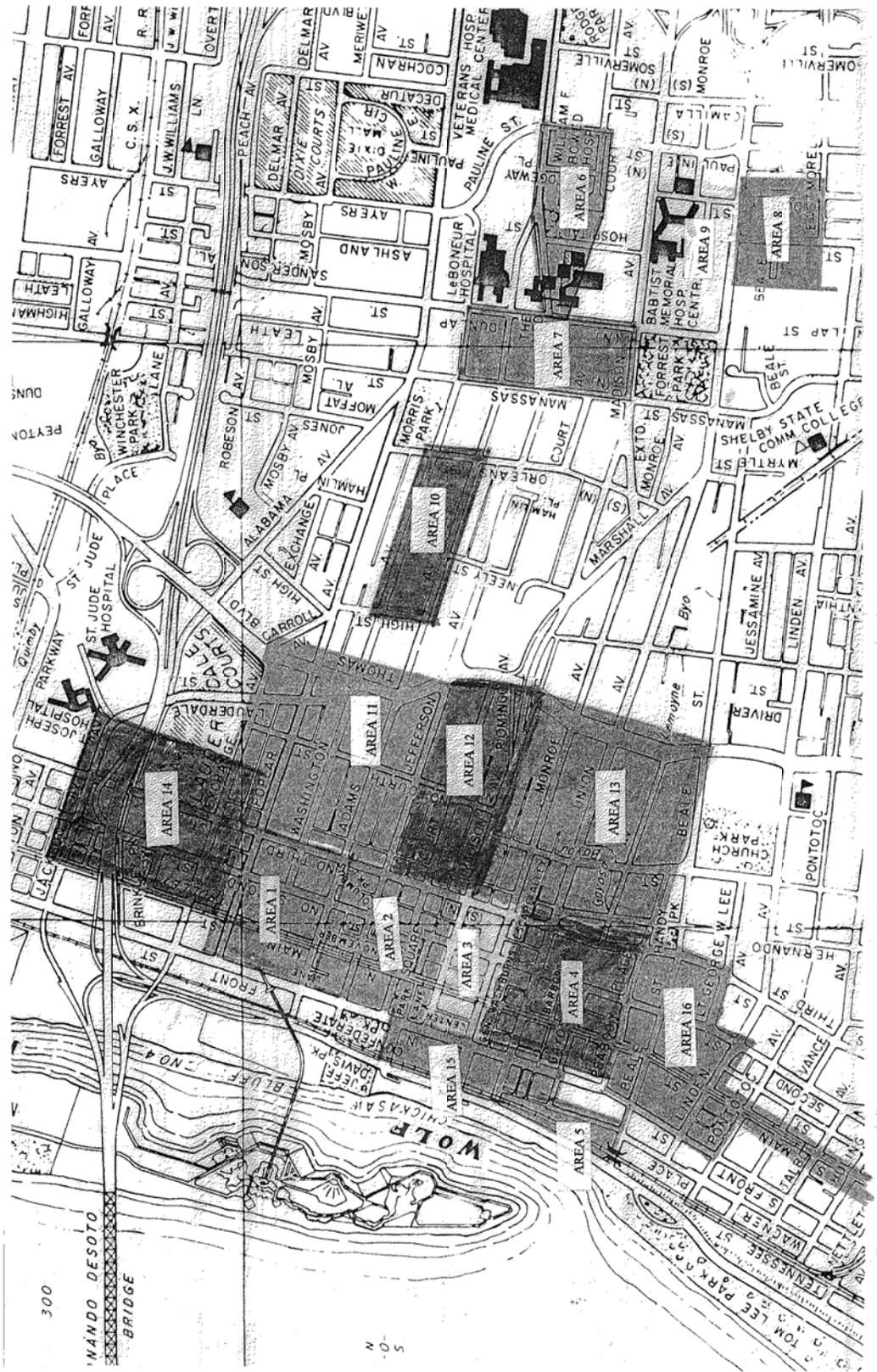
Business Address: _____

By _____
(Name)

Business Address: _____

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.

Exhibit A



CITY OF MEMPHIS SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS (PROCUREMENT ATTACHMENT)

The successful Contractor will be required to comply with and execute an agreement specifying the following general terms and conditions, as may be modified and/or supplemented at the City's sole discretion:

REPORTS. Upon request, the Contractor shall prepare and submit reports of its activities, funded under this agreement, to the originating department of the City. The reports shall include an itemization of the use of the City's funds, inclusive of specific services delivered by the Contractor. 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, Contractor 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.

ENTIRE AGREEMENT. This Agreement constitutes the full and final understanding of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of the Agreement.

STANDARD OF PERFORMANCE. All services by the Contractor shall be performed in compliance with the specified requirements, in a manner satisfactory to the City, and in accordance with the generally accepted business practices and procedures of the City and pursuant to the governing rules, practices and regulations of the industry, based on the type of services performed hereunder.

HEADINGS. Titles and headings used herein are for the convenience of reference only and shall be disregarded completely in the interpretation and validity of this Agreement or any of its terms.

MODIFICATION AND AMENDMENT. This Agreement shall be amended or modified only by a written document signed by the parties hereto, in accordance with applicable laws and regulations.

CONFIDENTIALITY. While performing work under this Agreement, the Contractor may gain access to proprietary and/or confidential information that, if disclosed to third parties, may be damaging to the City or its officials or employees. Such information shall include materials considered to be confidential information as a matter of law (e.g., personnel records), and shall also include (i) all materials in any form developed or created by the City related to funding and financial and business information; (ii) all information owned, possessed or used by the Contractor, which is communicated to, learned, developed or otherwise acquired by the Contractor in the performance of the Services for the City; (iii) the terms, conditions and pricing contained herein; and (iv) any other information that the Contractor has been advised by the City is confidential, privileged or proprietary. Confidential information, as used in this Agreement, shall not include (i) information in the Contractor's possession prior to disclosure by the City; (ii) information generally available to the public or that becomes available to the public through a source other than the City, or (iii) information that was rightfully obtained by the Contractor from a third party who is under no obligation of confidentiality to the City with respect to such information. The Contractor agrees that it will accept and hold confidential information obtained from the City in confidence at all times during and after termination of this Agreement. The Contractor shall neither use nor disclose such information, except as provided in this Agreement or as required by law, without the prior written permission of the City.

The Contractor acknowledges and agrees that a breach of this section by the Contractor will cause the City irreparable injury and damage; therefore, the Contractor expressly agrees that the City shall be entitled to

injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement. The Contractor agrees that it will disclose confidential information only to those employees who have a right to know, and shall require its employees, agents, and subcontractors to comply with the requirements of this provision and the requirements of the provisions herein titled "Public Statements" and "Rights in Data."

PUBLIC STATEMENTS. The Contractor shall not make any announcement, release any information, or authorize or participate in any interview concerning this Agreement and goods and/or services required herein, without obtaining prior written consent from the City. The Contractor shall require its employees, agents, and subcontractors to comply with the requirements of this provision. This provision shall survive the expiration or termination of this Agreement.

RIGHTS IN DATA. The Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Agreement, whether or not the same is accepted or rejected by the City, shall remain the property of the City and shall not be published by the Contractor or any other party without the express prior written consent of the City. In implementing the foregoing, the Contractor hereby grants and assigns to the City all rights and claims of whatever nature, whether now or hereafter, arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with the City in any steps the City may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Agreement shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Contractor to the City upon the Contractor's delivery of such documents and/or information to the City or upon completion of the Project, whichever occurs first. The Contractor shall not construe such transfer as a grant for usage nor can the Contractor revoke it.

EMPLOYMENT OF CITY WORKERS. The Contractor shall not engage, on a full, 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.

CONTRACTOR'S PERSONNEL. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Agreement and that all work performed under this Agreement shall be supervised by the Contractor. Contractor will make its personnel aware of and cause them to comply with the City's policies that have been made known to Contractor while performing pursuant to this Agreement. The Contractor further certifies that all of its employees assigned to perform any work hereunder shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the City, is incompetent, whose conduct becomes detrimental to the work, or whom the City deems to be unsatisfactory for any reason, shall immediately be removed from association with the services hereunder per the City's request. Upon such request, the Contractor shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training. Contractor is responsible for the acts or omissions of its personnel under or relating to this Agreement.

The Contractor 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 on behalf of the Contractor. In addition, the Contractor 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 the Contractor pursuant to this Agreement.

INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be deemed or construed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the City. The Contractor 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 Contractor as to the details of the performance of its obligations hereunder or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means the Contractor 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 Contractor 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 Contractor contrary to the provisions hereof..

TERMINATION

1. It shall be cause for the immediate termination of this Agreement if, after its execution, the City determines that either:

- a. the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, misappropriation of government funds, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
- b. the Contractor subcontracted, assigned, delegated, or transferred its rights, obligations or interests, voluntarily or involuntarily, under this Agreement without the City's consent or approval; or
- c. the Contractor has filed bankruptcy, has been adjudicated bankrupt, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of the Contractor's assets.

2. The City may cancel/terminate this Agreement, in whole or in part, upon providing written notice to the Contractor of the City's intention to terminate the Agreement as a result of Contractor's failure to provide the goods/services specified under this Agreement or in violation(s) of any of the terms herein, and the Contractor has failed to cure such breach within (TBD) business days of such notice. The City may reject the goods/services and cancel this Agreement for any goods/services rendered or to be rendered hereunder. At its option, the City may return the rejected portion of such products to Contractor at its expense or hold the same for such disposal as Contractor shall indicate. In the event of any such rejection/termination, the City shall, at the City's option, have the right to obtain like goods/services elsewhere or to take over the work and prosecute the same to completion, both at the Contractor's expense; and in such event, the City may take possession of and utilize in completing the work, such materials, appliances, etc. as may be on the site of the work and necessary therefore. The Contractor 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, attorneys' fees and court costs.

3. Notwithstanding the foregoing or any section herein to the contrary, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor, for the purpose of setoff, until such time as the exact amount of damages due the City from the Contractor is determined.

4. The City may, in its sole discretion, suspend and/or terminate this Agreement for convenience upon giving (TBD) business days prior written notice to the Contractor. In the event a purported termination for cause by the City is in error, then such termination may, at the City's sole discretion, be deemed to be a termination for convenience under this section. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation, as determined by the City, for any goods accepted and/or satisfactory authorized work performed in accordance with the Agreement up to the termination date; but in no event shall the City be liable to the Contractor for expenses incurred after the termination date. All goods accepted by the City/services completed by the Contractor prior to the Termination Date shall be documented and all tangible work documents shall be transferred to the City prior to payment for services rendered, and shall become the sole property of the City. Such termination by the City shall not be deemed a Breach of Contract by the City, and the Contractor shall not be compensated for any anticipatory profits, or other damages of any description, that have not been earned as of the date of termination.

5. The Contractor shall deliver to the City all hard copy and electronic files maintained on behalf of the City within thirty (30) calendar days of termination of this Agreement. Upon reasonable request, the City reserves the right to obtain such information prior to the termination of this Agreement.

COMPENSATION FOR CORRECTIONS. No compensation shall be due or payable to the Contractor pursuant to this Agreement for any of the services performed by the Contractor to correct services, when such corrections are required as a direct result of negligence by the Contractor to properly fulfill any of its obligations herein.

CITY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF. If evidence is produced before the final settlement of all or any balances that the Contractor has failed to pay laborers employed on his work or failed to pay for materials used therein, or if the City has reason to suspect the same, the City may withhold such balances and upon evidence satisfactory to the City as to the amount due for such labor and materials, the City, acting as the agent of the Contractor, may settle and pay for the same and charge the amounts to the Contractor and deduct the same from the said balance or balances.

REMEDIES CUMULATIVE. All remedies available to the City herein are cumulative and shall be in addition to all other rights and remedies provided by law. The termination, expiration, or suspension of this Agreement shall not limit the City from pursuing other remedies available at law or in equity.

SUBCONTRACTING, ASSIGNMENT or TRANSFER. The Contractor shall not subcontract, assign, delegate or transfer all or part of its rights, responsibilities, or interest under this Agreement without the prior written consent of the City. Any purported assignment, transfer, or delegation in violation of this Section shall be voidable by the City. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties hereunder; neither shall the City be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon request of the City, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the transfer. At any time, City may, in its sole discretion, revoke its prior approval of a subcontractor and direct Contractor to replace such subcontractor or perform the services that were being performed by such contractor itself if the City finds in its reasonable judgment that (i) such subcontractor's performance is materially deficient or otherwise unacceptable to City; (ii) good faith doubts exist concerning the subcontractor's ability to render future performance because of changes in the subcontractor's ownership, management, financial condition, or otherwise; or (iii) there have been one (1) or more material misrepresentations by or concerning the subcontractor. The City reserves the right to terminate the Agreement if Contractor, in whole or in part, is acquired by another entity during the term of this Agreement.

In the event the Contractor is allowed to sublet any part of the Agreement, the Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of the persons employed or directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons employed by Contractor. The Contractor shall not be allowed to subcontract more than (TBD)% of the work on this project. The computation for percentages shall be based on monetary values.

CONFLICT OF INTEREST. 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.

The Contractor 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 Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, 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 Contractor 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 Contractor in connection with any work contemplated or performed relative to this Agreement. For breach or violation of this provision, the City shall have the right to recover or withhold the full amount of such gratuities.

COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, 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 Contractor 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.

GENERAL COMPLIANCE WITH LAWS. The Contractor 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 and maintain, 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.

The Contractor is assumed to be familiar with and shall comply with all applicable federal, state, and local laws, ordinances, and regulations in performing any of its obligations under this Agreement, including but not limited to the City of Memphis Living Wage Ordinance, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). The Contractor shall promptly notify the City of any conflict discovered between this Agreement and any applicable laws, rules, regulations, and/or permits and licenses, and await resolution of the conflict.

NON-DISCRIMINATION. The Contractor hereby agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the Contractor's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. In the

event the Contractor fails to comply with the City's non-discrimination policy and any and all other laws prohibiting discrimination, this Agreement may be canceled, terminated or suspended in whole or in part by the City.

The City reserves the right to investigate any claims of illegal discrimination by the Contractor and in the event a finding of discrimination is made and upon written notification thereof, the Contractor shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The Contractor's failure or refusal to do so shall be cause for termination of this Agreement in accordance with the terms of this Agreement.

EMPLOYMENT OF ILLEGAL IMMIGRANTS. The Contractor hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Contractor 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 Contractor 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 Contractor 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.

SEVERABILITY. If any terms or provisions of this Agreement are held to be illegal, invalid or unenforceable as a matter of law, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect and continue to be binding and shall not be affected by such provision or by its severance herefrom. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, the parties may negotiate in good faith to replace such provision with a valid, legal and enforceable provision that most closely approximates the parties' original intent.

NO WAIVER OF CONTRACTUAL RIGHT. 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.

SUBJECT TO FUNDING. 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 shall immediately terminate this Agreement upon written notice to the Contractor. In the event of such termination, the Contractor 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 Contractor 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.

CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISE. The Contractor 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.

PUBLIC RECORDS. Notwithstanding anything to the contrary contained herein or within any other document supplied to the City by the Contractor, the Contractor understands and acknowledges that the City is a governmental entity subject to the State of Tennessee Public Records Act, and any reports, data or other

information supplied to the City regarding services performed hereunder may be subject to disclosure as a public record in accordance with the laws of the State of Tennessee.

ORGANIZATION STATUS AND AUTHORITY. The Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

The execution, delivery and performance of this Agreement by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

Each person executing this Agreement represents that: he/she is lawfully authorized to sign the Agreement on behalf of the party he/she represents and execution of the Agreement was duly and regularly authorized by the party's governing body.

WARRANTY. The Contractor warrants to the City that all goods/work shall be free from defects in design and faulty or improper workmanship and shall be in strict compliance with the terms of this Agreement. This warranty shall be effective for a period of not less than one year from the date of acceptance by the City of such goods and/or services as satisfactorily complete, and shall be in addition to all other warranties, express, implied or statutory. The warranty shall survive the termination or expiration of this Agreement.

RECORDS AND AUDITS. The Contractor shall make and keep as the same accrue, full and complete books, documents, accounting records and other evidence, that specifically relate to this Agreement, in accordance with generally accepted accounting principles. The Contractor shall retain such records, and shall make same available to the City, upon reasonable request, during the term of this Agreement, and for a minimum period of three (3) full years after completion of the contract obligations or from the date of final payment under this Agreement, whichever is later. In the event any litigation, claim or audit is instituted prior to the expiration of the required three-year retention period, such records shall be retained until such litigation, claim or audit finding has been resolved. Copies of said records shall be furnished to the City upon request.

Upon reasonable notice, the Contractor shall permit the City, any other governmental entity, any agency participating in the funding of this Agreement, or any of their duly authorized representatives, to enter the Contractor's offices, during regular business hours, to interview employees and to inspect and/or copy said records and books of accounts together with any and all documents pertaining hereto that may be kept, maintained or possessed by the Contractor. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

DISPUTE RESOLUTION. In the event of any dispute(s), controversy, or claim arising out of or relating to this Agreement or the breach thereof, the parties agree that they shall first use their best efforts in an attempt to settle the dispute through negotiations involving themselves or their representatives as they each deem appropriate.

Any dispute concerning a question of fact in connection with this Agreement between the Contractor and the City shall be referred in successive order for resolution, first to the City Purchasing Agent, second to the City Attorney, and thirdly, to the Mayor of the City of Memphis, whose decision regarding same shall be final.

FORCE MAJEURE. The City shall not be deemed in default hereunder, nor shall the City be responsible for any delay, interruption, or cessation in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, acts of God, riots, wars, strikes, epidemics, acts, governmental authorities or acts of nature or other similar cause beyond its control.

LIVING WAGE. In accordance with the City of Memphis Ordinance No. 5185, commonly referred to as the Living Wage Ordinance, and any amendments thereto, certain businesses holding a service or service-related contract with the City of Memphis shall pay its employees performing work on said contract a minimum hourly wage. Unless otherwise exempted, the Contractor agrees to follow and comply with the requirements of said ordinance, as amended. The Contractor further agrees to provide certified payrolls, or affidavits in accordance with Ordinance No. 5293, associated with this agreement to the City of Memphis c/o Manager, Prevailing Wage Office; 125 N. Main St., Room 1B-18; Memphis, TN 38103.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

NOTICES. All notices and other communications required or permitted to be given hereunder shall be written and hand delivered with signed receipt; delivered by facsimile; delivered by a nationally recognized overnight courier; or mailed via certified U.S. mail, postage prepaid and return receipt requested. All notices shall be deemed received and effectively given as follows: (i) if by hand delivery, on the date of delivery; (ii) if by fax, on the day the fax transmission is received at the receiving location and receipt is telephonically confirmed by the sender; (iii) if by delivery via U.S. mail, on the date of receipt appearing on a return receipt card; or (iv) if by overnight courier, on the date receipt is confirmed by such courier service. All notices must be addressed to the respective party at the following addresses or to such other person or address as either party may designate in writing and deliver as provided herein.

NO THIRD PARTY BENEFICIARY. This Agreement is entered into solely between, and may be enforced only by, City and Contractor. Unless otherwise specified herein, this Agreement shall not be deemed to create any rights in third parties, including suppliers or customers of either party.

SERVICE MARKS. The Contractor agrees that it shall not, without City's prior written consent, use the name, service mark or trademarks of the City.

NUMBER AND GENDER. Unless the context requires otherwise, (i) use of a specific gender imports the other gender(s); and (ii) use of the singular imports the plural and vice versa.

SURVIVAL. The parties hereto acknowledge that provisions that require or contemplate performance or observance after expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and continue in full force and effect.

CITY LIABILITY. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

INDEMNIFICATION. Contractor shall indemnify, defend, save and hold harmless the City and its officers, agents and employees from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character, including without limitation attorney fees and litigation expenses, arising out of or in connection with the breach of this Agreement by Contractor, its employees, subcontractors, or agents, or any negligent acts or omission of Contractor, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, excepting those losses or damages directly caused solely by the acts, errors, or omissions of the City or any of its officers, agents or employees. This indemnification shall survive the expiration or termination of this Agreement.

The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, defend, save and hold harmless the City or its elected or appointed officials, officers, employees, agents, assigns, and instrumentalities as herein required.

The City reserves the right to appoint its own counsel regarding any matter defended hereunder. The Contractor acknowledges that the City has no obligation to provide legal counsel or defense to the Contractor, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against the Contractor as a result of or relating to obligations under this agreement. The City shall have no obligation for the payment of any judgments or the settlement of any claims asserted against the Contractor or its subcontractors or employees as a result of or relating to the Contractor's obligations hereunder.

The Contractor shall immediately notify the City c/o City Attorney; 125 North Main, Suite 336; Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under this Agreement and agrees to cooperate, assist and consult with the City in the defense or investigation thereof.

PATENT INDEMNIFICATION. The Contractor warrants that any goods/services furnished hereunder do not infringe or violate any United States or Canadian patent, trademark, copyright, trade secret, or any other proprietary right of any third party; that it shall defend all suits that may arise with respect thereto; and that it shall indemnify, defend, save and hold harmless the City, its officials, employees, agents, successors and assigns, from and against all liabilities, suits, claims, damages, costs or expenses, including without limitation attorney and expert witness fees, for or by reason of any actual or alleged claim the goods/services purchased by City hereunder infringe any patent, copyright, or is a violation of trade secret disclosure laws, whether by reason of the Contractor's purchase or otherwise. This indemnification shall survive the expiration or termination of this Agreement.

CITY LIABILITY. The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Contractor providing services herein or for injury to any employee, agent or subcontractor of the Contractor performing under this Agreement.

GOVERNING LAW, JURISDICTION AND VENUE. The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the state or federal courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.