(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under $15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

a. A preference of up to five percent (5%) shall be allowed for contracts up to $500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to $750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to $1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed $1,000,000.00.

(x) For construction contracts over $2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

H. Living Wage

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (***please do not forget to download ALL the additional attachments***).

VII. GENERAL REQUIREMENTS

A. Background

It is the intent of the County to acquire at least 1800 PDAs with wireless data services to be distributed throughout law enforcement and first responder agencies in the Memphis urban area as part of the Urban Area Security Initiative. The PDAs will be used for planning, prevention, training, response and recovery initiatives to enhance information sharing and intelligence fusion. Additionally, they will be used to collect and disseminate all-crimes/all hazards and disaster preparedness/recovery information/intelligence to federal, state and local Memphis urban area agencies. This project is funded through the Homeland Security Grant Program and is managed and administrated by the Shelby County Office of Preparedness.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Consultant selected through a competitive process that will work well with the County and other urban area agencies in a manner that is cost-effective and practical. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. Consultant is expected to conduct field review and meet with all appropriate government officials within one week of receipt of the Notice to Proceed.

C. Project Time Frame

The project is expected to be completed by December 31, 2009.

D. Reservation of Rights

1. The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

2. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section VII of this document. Each respondent should set out in it's response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information. The EOC application is available online at the following link:
http://www.shelbycountytn.gov/FirstPortal/dotShowDoc/Government/CountyServices/AdminandFinance/eoc_contract_comply_v2.pdf

F. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted. At least three former clients who have terminated in the last five years should be included on this list.

VIII. Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified firm and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

The successful proposer will be totally responsible to the County through the Office of Preparedness for a turn key project. A single source contract and consultant is desired. This package is to include all hardware, software, materials, installations, program management, system integration, customer training, programming, wireless services and warranty maintenance. Warranty, maintenance, and equipment coverage is to be for a minimum of one (1) year from date of acceptance.

The anticipated cost for maintenance and support of the equipment and services beyond acceptance and warranty of the system, software, service and hardware beyond the first year for the equipment and services solution for a three (3) year period is required in the proposal.

A significant, but not sole basis of award will be that the successful proposer will contractually commit to provide the specified package of services in accordance with the County's requirements.

Scope / Proposal Requirements

The specifications utilized in this RFP are not intended to be proprietary to a single equipment and service provider. The sole intent of these specifications is to establish a "benchmark" of the equipment quality and services desired as an outcome to this RFP. Alternatives to the specifications listed in this RFP shall be considered and evaluated.

1. Proposer must disclose any pending or anticipated litigation between the Proposer and any other party or parties regarding the manufacture, engineering, wireless services and/or installation of any similar equipment, services or products related to this RFP.
2. All Proposers must submit as part of its proposal, a list of all customers and agencies who have purchased similar or identical equipment and services within the past three (3) years. This list must provide contact names, addresses and telephone numbers.

3. All Proposers shall provide detailed coverage maps (ESRI shape files preferred) showing the wireless data coverage service areas with overlaps for the following counties:
    a. Shelby County, TN.
    b. Lauderdale County, TN
    c. Tipton County, TN
    d. Fayette County, TN
    e. Desoto County, MS
    f. Crittenden County, AR

4. Provide a detailed delivery and installation schedule that offers operation of the PDAs and services in the shortest possible time without incurring extra expense. The County anticipates the project will be completed prior to December 31, 2009.

5. The entire proposal submitted by the Proposer will be incorporated as part of contract of the successful Proposer.

Detailed Specifications

Equipment Specifications:

1. The reliability of the equipment and wireless data services proposed is paramount to the effectiveness of this initiative and any response related to training exercises, actual response to catastrophic and disaster events related to the public's safety and well being. For this reason, the quality, performance and specifications of the equipment and wireless data services is of critical importance. The following specifications are the minimum acceptable equipment specifications:
    a. Operate on battery, AC and vehicle 12 volt DC systems
        i. Describe length of time device can be expected to operate on battery with maximum usage between charging
        ii. Provide in quote extended time/life battery, if available
        iii. Include AC and 12 volt DC car adapters in equipment quote
        iv. If a vehicle docking station is available for the PDA include the cost of each as <u>optional</u> in the quote
    b. PDA must be able to synchronize with any desktop or laptop computer (with device sync software installed) for data uploads and downloads (preferably USB cable)
    c. The PDA must allow for the entry of alpha-numeric characters in the following manners:
        i. On screen keyboard
        ii. On screen handwritten text recognition
        iii. External keyboard integrated into the PDA device
        iv. Voice recognition is optional for data entry. Include a description of product and costs as <u>optional</u>, if available
    d. Current Windows Mobile® 6 Professional platform (current is date of RFP release)
    e. Memory: 64MB RAM/256MB ROM
    f. MicroSD™ memory slot
        i. Include description/size and costs as <u>optional</u> for SD cards
    g. Wireless broadband capable
        i. Describe wireless data protocols
        ii. Describe minimum and maximum up and down data speeds for each
    h. Wi–Fi Connectivity (802.11 b/g/n)
    i. Bluetooth® Wireless Technology
    j. Touch–sensitive LCD display

i. A true sunlight readable display is desirable, but not mandatory due to power drains on the battery of a PDA and costs. Include as an optional cost in quote.
ii. If sunlight readable is a device option include as an optional cost in the quote
iii. Indicate the nits of screen brightness and a contrast ratio of the proposed PDA, even if not sunlight readable display

k. 2.0 megapixel camera with flash, auto–focus and video capture
   i. Describe average file size of photos at default settings and the expected number of photos captured based on device capabilities without options.
   ii. Describe the camera's API capability.

2. Proposers shall provide a device with built-in GPS for use with GPS applications. The device must have an open GPS API through the Windows Operating System. This is to allow out of the box operation of existing GPS applications to send and receive GPS information, or the proposer may provide a device with built-in GPS with a vendor supplied API to all integration of existing or future applications to send and receive GPS information.
   a. The proposer must provide GPS API development tools, access to the API and developer's agreement is preferred at no cost, but if there is a cost please describe in detail. Include in your response as an optional cost.
3. Proposers shall include a description AGPS as a back-up for GPS when a satellite can not be reached. When using AGPS the user must still be able to send and receive other data.
4. Proposers shall include a trip routing application and the cost is to be included in the monthly wireless data service charges. The trip routing application must show the user's current location and provide mapped and turn by turn directions to the user's destination.
5. Proposers shall provide a web interface using GPS for inventory and device management. If not available or more cost effective options are available describe them.
6. Proposers shall indicate that the PDAs and the wireless data services meet all FCC published specifications and certifications.
7. Proposers shall include the cost and description of the belt carriers for the PDAs.
   a. The majority of the PDA users will be uniformed first responders. The belt carrier must be of a design to fit a utility belt of three inches wide and withstand the adverse environment a first responder encounters. Describe how the belt carrier will meet these expectations.
   b. Indicate if the device meets any known military standards for ruggedness. This is not a mandatory requirement due to the increased cost it could add per device.
   c. If the device meets no known military standards for ruggedness, are there optional carriers to help protect the device from adverse conditions and drops? If so describe and include as optional cost in quote.
8. Proposers shall include the equipment and wireless data services costs for eighteen hundred (1,800) PDAs in their proposal with optional costs listed separately as indicated in this section. If any additional devices or data services are ordered the Proposers must indicate that they will be at the same cost.
9. Proposers shall include Cellular Rates for activation of the telephone on devices and the monthly service costs, as optional.. Indicate in quote whether split billing is an option so that a member agency may activate the telephone and be billed directly for the service.

Service Specifications:

1. The reliability of services for both equipment and wireless data services proposed is paramount to the effectiveness of this initiative and any response related to training, exercises, actual response to catastrophic events related to the public's safety and well being. For this reason, the quality, performance and specifications of the services are of critical importance. The following specifications are the minimum acceptable service specifications:
    a. Proposers shall provide a quote per device for monthly, unlimited data access, Internet access, GPS services and unlimited text messaging for the first year and three (3) additional year periods.
    b. Proposers shall provide a quote per device for monthly picture and video messaging (MMS) for the first year and three (3) additional year periods as optional cost.
    c. Proposers shall provide an optional cost for streaming video per device if not provided as part of the quote for other wireless data services.
2. Proposers shall describe how priority access to wireless data connectivity on a public carrier will be provided in the event of a catastrophic event requiring response by first responders.
    a. Describe how priority response is activated
    b. Describe levels of priority that can be set by users
    c. Include in proposal the cost of priority access on a monthly basis without activation
    d. Include in proposal the actual cost if priority response is activated
3. Proposers shall describe how the proposed PDA device and wireless services has been integrated and used with ESI®'s WebEOC® Professional, version 7, Crisis Information Management Software.
    a. If device has not been tried with this software indicate so in the proposal
4. Acceptance testing of devices and wireless services will be conducted by members of the UASI Interoperability Technical Working Group with assistance from other agencies. The acceptance test will be "subjective" to assure wireless services perform as expected.
5. On-site training, train the trainer, will be required. If there is costs for training include it in the proposal.
6. Proposer shall provide pricing (per incident) for location of lost or stolen devices through the vendor's cellular tower triangulation.

X. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) the Provider 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, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, 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 Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the

County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be