



CITY OF MEMPHIS

REQUEST FOR PROPOSALS #1776

CONSULTANT SERVICES FOR COMPREHENSIVE MINORITY BUSINESS DEVELOPMENT PLAN

Issue Date: August 27, 2009

Submittal Deadline: October 9, 2009

Time: 2:00 pm (CST)

Prepared by: Beverly Goines/HCD
Closing Date for Proposals: [10/9/09](#)
RFP's Accepted By: City of Memphis
Purchasing Department
125 North Main Street, Room 354
Memphis, Tennessee 38103

E-Mail Inquires: Beverly.Goines@memphistn.gov

TABLE OF CONTENTS

Section 1: Introduction and Overview	3
1.1 Introduction	
1.2 Objective	
1.3 Background	
1.4 Schedule of Events	
Section 2: Scope of Services	6
2.1 General Description	
2.2 Scope of Services	
2.2.1 Phase I – Comprehensive Assessment	
2.2.2 Phase II – Assessment Summary	
2.2.3 Phase III – Implementation Plan	
Section 3: General Terms and Conditions	8
3.1 General Terms and Conditions of Contract for Services	
Section 4: Instruction for Proposals	8
4.1 Compliance with the RFP	
4.1.1 Living Wage	
4.2 Submission of Proposals	
4.3 Request for Clarification of RFP	
4.4 Proposals and Presentation Costs	
4.5 Response Format	
4.5.1 Cover Letter	
4.5.2 Table of Contents	
4.5.3 Section A: Experience and Capacity of Firm	
4.5.4 Section B: Qualification and Experience of Key Personnel	
4.5.5 Section C: Proposal	
4.5.6 Section D: Price and Detailed Schedule	
4.5.7 Section E: References	
Section 5: Evaluation Criteria and Procedures	12
5.1 Method of Selection	
5.2 Evaluation Criteria	
5.3 Local Preference	
Section 6: Living Wage Ordinance	13
Section 7: Local Business Ordinance	18

Section 1: Introduction and Overview

1.1 Introduction

With this Request for Proposal (“RFP”), the City of Memphis (“City”) hereby solicits submissions from qualified consulting firms (“Respondents” or “Consultant”) to provide services described herein relating to the increase and development of business opportunities for Minority and Women owned businesses in Memphis and Shelby County. Respondents must comply with the terms and conditions detailed herein.

To grow the Memphis and Shelby County’s economy and enhance the quality of life of its residents, the Memphis and Shelby County area has engaged in a number of initiatives over a period of years to support the growth of minority-owned firms. These have included providing a variety of technical and financial assistance. While these efforts have had a positive impact, local public and private sector leaders believe more can be achieved. As a result of the desire to be more proactive, the Minority Business Development Committee (“Committee”) was established to develop, coordinate, and implement an effective program, which places responsibility for objective accomplishment at all business and government levels. The Committee is composed of elected officials and employees from local governments and private sector.

The immediate task assigned to the Committee is to: 1) assist existing minority owned firms in continued and sustained growth; 2) spur the start and nurturing of new minority owned firms; and/or 3) attract additional minority owned firms to the Memphis and Shelby County area. These tasks may be accomplished through efforts, which may include, but are not limited to, technical support, financial assistance and/or incentives, joint ventures and enhanced market access.

The Committee is firmly committed to the inclusion of Minority and Women Business Enterprises in the procurement process and the economic development of this great city. Thus, the Committee is interested in assessing any and all strategies to enhance the vitality and success of minority owned firms in Memphis and Shelby County.

1.2 Objective

As a result of our firm commitment to minority owned businesses, the City of Memphis has issued this RFP for the sole purpose of obtaining responsive proposals from qualified consulting firms to contract with the City of Memphis to conduct a comprehensive analysis and implementation plan for the increase and development of business opportunities for minority owned businesses in Memphis and Shelby County. The goal is for Memphis and Shelby County to have the most vibrant, successful minority owned business community among peer communities. Success is measured as:

1. The percentage of minority owned firms compared to all firms identifiable by race and place of origin (recognizing this data is available from the U.S. Census Bureau every

5-years), with Memphis and Shelby County wanting the highest percentage among peer communities;

2. Total receipts of minority owned firms compared to receipts at all firms identifiable by race and place of origin, with Memphis and Shelby County wanting the highest percentage among peer communities; and
3. The average receipts of minority-owned firms compared to the average receipts of all firms identifiable by race and place of origin, with Memphis and Shelby County wanting the highest percentage among peer communities.

The most recent statistics available from the U.S. Census Bureau indicates that the City of Memphis was home to 13,449 minority-owned firms in 2002, with total receipts of \$1,324,769,000. The average gross receipts per firm were \$98,503. An additional 3,067 minority owned firms were located within Shelby County, but outside the City boundaries, with total receipts of \$215,521,000. The average receipts per firm for this group was \$70,271.

1.3 Background

1.3.1 Profile of the Community

Memphis is located on the east bank of the Mississippi River in the southwest corner of Tennessee. Memphis is the State's largest city and the county seat of Shelby County. The corporate limits contain 324.5 square miles, representing 40.9 percent of the total land area of Shelby County. According to the United States Census Bureau, as of 2007, the City of Memphis had an estimated population of 674,976, making it the 18th most populous incorporated city in the nation. Of that number, roughly 71 percent were African American, Hispanic (all races), Asian, American Indian/Alaskan Native, Hawaiian/Other Pacific Islander or multi-racial, according to the Census Bureau.

By way of comparison, Shelby County ranked 49th among incorporated counties, with a 2007 estimated population of 910,100. Of that number, roughly 59 percent were African American, Hispanic (all races), Asian, American Indian/Alaskan Native, Hawaiian/Other Pacific Islander or multi-racial, according to the Census Bureau.

The greater Memphis metropolitan area (including the adjacent areas of Mississippi and Arkansas) has a population of 1,260,581. This makes Memphis the second largest City of metropolitan area in Tennessee, surpassed only by metropolitan Nashville. Even though Memphis is the state's largest City, it is the youngest of Tennessee's four major cities (traditionally including Knoxville, Chattanooga, and Nashville).

The City's central location has driven much of its business development. Located on the Mississippi River and intersected by two Interstate highways and seven major U.S. highways, Memphis is ideally located for commerce among the transportation and shipping industry. The City is also home to the world's busiest cargo airport, in terms of tonnage, which serves as the primary hub for FedEx shipping. Due to its location, more major metropolitan areas can be reached overnight from Memphis than any other city in the central U.S. Memphis has also developed as a major manufacturing center of textiles, heating equipment, pianos, and

automobile and truck parts. Memphis Light, Gas and Water ("MLG&W"), a division of the City of Memphis, is also one of the largest municipal utilities in the United States.

Memphis is home to a growing number of national and international corporations, including approximately 150 businesses from 22 countries, and companies listed on the Fortune 500 and 1000 list. This includes the corporate headquarters of FedEx Corporation (Fortune 500),

AutoZone Incorporated (Fortune 500), ServiceMaster (Fortune 500), and International Paper (Fortune 500). It is also home to Fred's Stores headquarters (Fortune 1000), a company which was named as one of the five fastest growing chain-stores by Forbes Magazine. Other corporations with a major presence in the area include Back Yard Burgers, Belz Enterprises, Buckeye Technologies, First Horizon National Corporation (Fortune 1000), Guardsmark, Hohenberg Bros. Co., Harrah's, Hilton, and Morgan Keegan & Company, Inc. In addition to the previously listed companies having a presence in Memphis, Northwest Airlines operates a major hub at Memphis International Airport, with daily nonstop flights to Amsterdam.

The entertainment and film industry has also developed in recent years in the City. Several major motion pictures have been filmed in Memphis in recent years, including *Making the Grade*(1984), *Mystery Train* (1989), *Great Balls of Fire!* (1989), *Trespass* (1991), *The Firm* (1993), *A Family Thing* (1996), *The People vs. Larry Flynt* (1996), *The Rainmaker* (1997), *Cast Away* (2000), *The Queens of Comedy* (2001), *21 Grams* (2003), *Hustle & Flow* (2005), *Walk the Line* (2005), *Forty Shades Of Blue* (2005), and *Black Snake Moan* (2007).

According to *Inc.* magazine, the City appeared in the top eight of the 50 best major metro areas in the U.S. for starting and growing a business in 2000. *Southern Business and Development* magazine ranked Memphis as one of the most successful models for economic development in the south. The magazine also recognized the City as one of the top ten markets over the past decade. In October 2002, *Ebony Magazine* cited Memphis as a city for its outstanding African-American leadership. Memphis also had the highest rate of high technology start-up operations over the last three years among the nation's 60 largest metro areas, according to Brandow Company research.

1.4 Schedule of Events

The City of Memphis has established the following schedule of events for the release of the RFP; submission of responses to the RFP; the selection, award and contracting of the Consultant; and the anticipated commencement date of the services.

RFP Issue Date	Thursday, August 27, 2009
Written Inquiries Due	Tuesday, Sept. 8, 2009
Responses Posted on City's Website	Tuesday, Sept. 15, 2009
Proposals Due Date	Friday, October 9, 2009

Selection of Proposal	Friday, October 16, 2009
Notice of Intent to Award	Wed., October 21, 2009
Anticipated Start Date	Wed., October 28, 2009
Anticipated Project Completion Date	Thursday, January 28, 2010

The City of Memphis reserves the right to change any portion of this RFP in its sole discretion.

Section 2: Scope of Services

2.1 General Description

The Consultant will be responsible for performing in three phases. Phase I will consist of a Comprehensive Assessment of the business profile of Memphis and Shelby County. Phase II will consist of providing the Committee with a detailed Assessment Summary of how to accomplish the goals of the Committee based on the assessment of the community. Finally, Phase III will encompass the Implementation Plan, which will be based on the recommendations as provided by the Assessment Summary.

2.2 Scope of Services

2.2.1 Phase I - Comprehensive Assessment

As referenced above, the Consultant will conduct a Comprehensive Assessment of businesses in Memphis and Shelby County. The Consultant shall be solely responsible for collecting, organizing and analyzing all data required to perform the duties of the RFP. The Committee will make available to Consultant relevant records, documents, databases, survey and other primary data collection instruments reasonably available to the selected Respondent. Data from a wide variety of sources both locally and nationally should be utilized. At a minimum, the Consultant will be responsible for the following:

- A. To the extent possible, the profile will show totals for all groups identifiable by race and place of origin in Memphis and Shelby County by:
 - o Major North American Industrial Classification System (NAICS) categories;
 - o Including number of firms, number of employees and total receipts.
- B. The Consultant will identify and review programs that assist minority owned firms in Memphis and Shelby County including, but not limited to:
 - o Their target audience, cost and impact; and
 - o Any existing gaps in programs, services or resources that hinder the success of minority owned firms as defined in the Background section above.
- C. The Consultant will develop a set of metrics to compare the success of minority owned firms in Memphis and Shelby County to peer communities. Metrics shall

include those identified in the Background section as important to the community as well as others that:

- o The consultant believes demonstrates the success and vitality of minority owned firms; and
 - o Are available for all peer communities from a single credible source with a time lag of no more than 24 months.
- D. Determine the availability of race neutral alternatives and assess the potential effectiveness of such programs in increasing and growing minority owned businesses.
- E. Provide a detailed, quantitative projection of the impact of the new activity, based on the criteria in Section 1.2 of this RFP (and others that the Consultant may identify), by quarter for 3-years.

2.2.2 Phase II - Assessment Summary

After gathering and evaluating all relevant data, the Consultant will create a Assessment Summary which will serve as the roadmap for establishing policies and procedures in furtherance of the goal of establishing Memphis and Shelby County as a premiere city as it relates to opportunities and growth for minority owned businesses. At a minimum, the Assessment Summary will include the following:

- A. The Consultant shall provide an overview of the information, analysis, and data assembled that will support any recommendations pertaining to new race or gender neutral and/or race or gender preference warranted and legally defensible. The Consultant will also prepare a summary of “best practices” for minority business development derived from the peer communities, including their cost and impact over time.
- B. The Consultant shall prepare and submit a detailed report with:
 - i. The work and findings in Phase I as described in Section 2.2.1; and
 - ii. Prioritized recommendations as to new programs, services or initiatives the Memphis/Shelby County community could undertake to enhance the growth of minority-owned firms, taking into account:
 - a. Success in other communities;
 - b. Total anticipated gain to either the number and/or size of minority-owned firms expected as a result of the proposed new activity;
 - c. Time needed to launch program and achieve results;
 - d. Compatibility with existing programs and/or organizations in Memphis/Shelby County;
 - e. Anticipated ability to implement the proposed new activity in the Memphis/Shelby County area; and
 - f. Anticipated cost effectiveness of the proposed new activity.

2.2.3 Phase III – Implementation Plan(s)

After the completion and review of Phase II, the Committee will determine if the Consultant will move forward with Phase III with the Implementation Plan. If, and only if, authorized in writing by the Committee, the Consultant shall prepare separate, detailed implementation plans for each potential new activity identified and approved by the Committee. These implementation plans shall be tailored to existing conditions in Memphis/Shelby County and shall include, but are not limited to:

- A. What entity or entities should be responsible for implementing the new activity;
- B. Step-by-step description of the actions that need to be taken to create and operate the new activity, including a detailed timeline;
- C. Description of any special skills or expertise required by the entity or entities responsible for the new activity;
- D. Line item monthly budget to create and operate the new activity for a period of 3-years;
- E. Anticipated impact of new activity, by quarter, for 3-years; and
- F. Suggested funding and revenue sources for the creation and on-going operation of the new activity.

Section 3: General Terms and Conditions
--

3.1 General Terms and Conditions of Contract for Services

A contract resulting from this RFP shall be subject to the terms and conditions set forth in the attached Contract for Services. The Consultant shall be required to execute the contract for services originated by the City of Memphis.

Section 4: Instruction for Proposals

4.1 Compliance with the RFP

In order to be deemed responsive, respondents must provide responses (in tab form) to address all items in this section. Failure to comply with all provisions of the RFP may result in disqualification.

4.1.1 Living Wage Ordinance

This solicitation is subject to Living Wage Ordinance #5185 as amended by Ordinance #5257 (effective July 1, 2008) that requires contractors who enter into a service contract with the City to pay employees who work under the service contract a living wage. The minimum hourly wage shall be at least \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. The City will request all certified payrolls associated with this contract to be forwarded to the City Comptroller, c/o Dwayne A. Jones, Manager, Prevailing Wage Office, 125 N. Main Street, Room 1B-18, Memphis, TN 38103. Copies of the

Ordinances are posted on the City of Memphis Website (www.memphistn.gov). Once on the City's homepage, click on the "Business" link, and then click on "Doing Business with the City" link. A link to the Ordinance will be on the top right side under the section "Links". Annual adjustments to the rates will be posted on the side for the next year in February.

4.2 Submission of Proposals

All proposals are to be delivered by Friday, October 9, 2009 at 2:00 p.m., Central Standard Time (CST) to:

City of Memphis
Purchasing Department
Attn: Gail Setterlund
125 N. Main Street, Suite 354
Memphis, Tennessee 38103

The City of Memphis reserves the right to change any portion of this RFP in its sole discretion.

Respondents must submit six (6) original sets of the proposal response. List the Proposal Number on the outside of the box or envelope and note "Request for Proposal enclosed." All proposals shall be valid for a period of ninety (90) days from the opening date of the Request for Proposals. Proposals will not be opened publicly. However, the names of the Respondents will be read aloud.

The Purchasing Agent has the right to accept or reject in whole or in part any or all proposals submitted. The Purchasing Agent shall reject the proposal of any Respondent that is determined to be non-conforming. Moreover, the unreasonable failure of the Respondent to promptly supply information with respect to responsiveness may be grounds for a determination of non-conformance. The Purchasing Agent reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City of Memphis. Any such waiver shall not modify any remaining RFP requirements or excuse the Respondent from full compliance with the RFP specifications and other contract requirements if the Respondent is awarded the Contract.

4.3 Requests for Clarification of Proposals

If the Respondent discovers any ambiguity, conflict, discrepancy or other errors in the Request for Proposal, it shall immediately notify the Office of Contract Compliance via fax at (901)576-6560 and request modification or clarification of the document. Include the RFP number, page, and paragraph number for each question. The Purchasing Department will post the revisions on the City's website: www.memphistn.org. Respondents must clearly understand that the only official answer or position of the City of Memphis will be the one posted via the website.

The Respondent is responsible for clarifying any ambiguity, conflict, discrepancy or other errors in the Request for Proposal prior to submitting the proposal or it shall be waived.

4.4 Proposals and Presentation Costs

Respondents acknowledge their voluntary participation and therefore shall bear the total costs for any and all appearances and the costs associated with preparing document or responding to the RFP.

4.5 Response Format

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Submittals should be on 8 ½ x 11 sheets contained in one loose leaf binder no greater than 1 1/2” in thickness. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Respondent to include all listed items may result in the rejection of its proposal. To ensure consistency in the proposals, they should conform to the following format:

- Cover Letter
- Table of Contents
- Section A: Experience and Capacity of Firm
- Section B: Qualification and Experience of Key Personnel
- Section C: Proposal
- Section D: Price and Detailed Schedule
- Section E: References

The following explains what is expected in each of the major sections:

4.5.1 Cover Letter

This section should contain a cover letter indicating the underlying philosophy of your firm in providing the above listed services for the Committee.

4.5.2 Table of Contents

All items listed in Section 4.5 Response Format should have a corresponding Section Tab.

4.5.3 Section A: Experience and Capacity of Firm

This section should contain the experience and capacity of your firm in providing similar studies and program creations and/or updates. This section must contain the following items:

- 4.5.3.1 Key name, address and telephone number of the key contact for the duration of the study.
- 4.5.3.2 The number of years that this service has been provided to entities of this size and/or greater by your firm.
- 4.5.3.3 Number of full time employees within your firm.

- 4.5.3.4 Synopsis of projects completed within the last five years (limit to one paragraph per project), as well as the following:
- 4.5.3.5 Client company name, contact reference name, address, current telephone number
- 4.5.3.6 Description of services provided
- 4.5.3.7 Time period of the project or contract
- 4.5.3.8 Evidence of past projects resulting in policy formulation your proposed methodology for establishing such guidelines.

4.5.4 Section B: Qualifications and Experience of Key Personnel

This section should contain a brief biography and detailed resumes of all management and key personnel who will be assigned to this project. Also, identify additional personnel and their responsibilities.

4.5.5 Section C: Proposal

This section should describe in detail how your firm will provide the above listed services. Section C should address all the items in *Section 2: Scope of Services* of this RFP. The section should also include the following:

- 4.5.5.1 Detailed description of major task, sub-tasks, and milestones;
- 4.5.5.2 Detailed description of techniques, methods and amount of time and manpower to be expended;
- 4.5.5.3 Percent of the study to be self-performed as opposed to that issued to sub-contractors;
- 4.5.5.4 Timeliness of each Phase; and
- 4.5.5.5 Indication whether or not respondent would be available to provide annual updates as determined by the Committee.
- 4.5.5.6 A summary of the consulting team's knowledge of and experience in the Memphis and Shelby County area.

4.5.6 Section D: Price and Detailed Schedule

This section should contain the total price or cost breakdown for your firm to provide the work described in this Request for Proposal. The price should include a breakdown of how it was computed, setting out any travel or unusual expenses. It should also be broken down by line item and separately by Phase I, II, and III. This section should be included with the response to RFP. However, this section should be under separate cover and labeled as Price and Detailed Schedule.

The detailed schedule should provide a timeline to complete Phase I, II, and III.

The City of Memphis has set a maximum budget of \$50,000.00 for consultant services rendered to implement Phase I, II and III as outlined in the Scope of Services for this RFP.

4.5.7 Section E: References

This section should contain a list of three (3) clients for whom you have conducted a similar analysis within the past five years. Include the entity name, contact person, telephone and fax numbers and e-mail address. City of Memphis reserves the right to contact any and all references to obtain, without limitation, information regarding the Respondent's performance on previous projects. A uniform sample of references will be checked for each short-listed Respondent.

Section 5: Evaluation Criteria and Procedures
--

5.1 Method of Selection

Proposals will be evaluated by an evaluation selection committee (ESC). The ESC will score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are the most compliant and responsive to the RFP. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, City of Memphis may at its sole discretion request presentations by Respondents, carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short listed Respondents.

5.2 Evaluation Criteria

The following criteria and accompanying point system shall be used in the evaluation of the Proposals. The City of Memphis reserves the right to change or modify the criteria.

- Is the Respondent's specific plan and methodology for providing the proposed services adequate? (20 points)
- Does the Respondent possess the ability, capacity, resources and skill to provide the service? (15 points)
- Does the Respondent demonstrate an understanding of the Committee's needs and proposed approach to the project? (15 points)
- Has the Respondent performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract City of Memphis seeks to establish through this RFP? (15 points)
- Can the Respondent perform the scope of services as set forth in the RFP (and resultant contract) and produce the required outcomes per the schedule of events? (15 points)
- Does the Respondent propose to perform the work at a fair and reasonable cost? (15 points)
- Did the Respondent include the requisite references from at least three (3) relevant clients? (5 points)

5.3 Local Preference Ordinance

This contract may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the city of Memphis. The Purpose and Intent of the Ordinance is to give a five (5%) Local Preference to Local Businesses in the city limits of Memphis, Tennessee in awarding city contracts. Procurements of \$10,000 or more are affected by this Ordinance. The Local Preference cost differential is not to exceed one hundred thousand dollars (\$100,000). (See attached ordinance in Section 8).

Section 6: Living Wage Ordinance #5185

ORDINANCE NO: #5185

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

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

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

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

NOW, THEREFORE,

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

**Chapter 2
Administration**

Art. XI Living Wage

2-407 --- 2-425

ARTICLE XI – Living Wage

Section 2-407. Definitions:

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

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

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

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

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

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

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

Subcontractor – means any person not an employee that enters into a contract (and that employs employees for such purpose) with a contractor to assist the contractor in performing service contracts.

Section 2-408. Payment of minimum compensation to employees.

All employees employed and work performed as part of a service contract with the city shall receive an hourly wage no less than that set under the authority of this article. The minimum hourly wage shall be as defined by the University of Memphis Fogelman College Of Business for the Memphis area, which today is at least \$10 per hour with health benefits for employees and their dependents or \$12 per hour without health benefits.

Section 2-409. Monitoring and Enforcement.

a. The comptroller shall monitor compliance with this law and may contract with non-governmental agencies to investigate possible violations.

b. The Mayor or his or her designee may promulgate rules to implement the provisions of this law and may delegate such authority to the comptroller.

c. The comptroller shall submit an annual report to the Mayor and the City Council summarizing and assessing the implementation of and compliance with this new law during the preceding year.

Section 2-410. Required records – payroll reports.

(a) Contractor to submit.

The service contractor shall submit 2 complete copies of the payroll reports and the payrolls of each subcontractor, consecutively numbered, not later than 14 days from the end of their respective payroll periods, 1 copy to be sent to the contracting agency, the other to the Comptroller where the same will be available for public inspection during regular business hours.

(b) Contents.

The payrolls shall contain:

- (1) the name of the prime service contractor and any subcontractor, if any;
- (2) a designation of the project and location;
- (3) the name, Social Security Number, and occupation of each employee;
- (4) the classification in accordance with the classification fixed in the contract;
- (5) the number of hours worked daily by the service worker at straight time and overtime and the hourly wage rate for each;
- (6) the gross wages paid to the service worker per pay period; and
- (7) such other data as may be required by the Comptroller from time to time.

(c) Prime contractor responsible for subcontractors.

The prime service contractor shall be responsible for the submission of all subcontractors' payrolls covering work performed.

(d) Signed statement of compliance.

Each copy of the payroll shall be accompanied by a statement signed by the contractor or the subcontractor, as the case may be, indicating:

- (1) that the payroll is correct;
- (2) that the wage rates contained therein are not less than those established by this ordinance as set forth in the contract;
- (3) that the classification set forth for each service worker conforms with the work that the service worker performed; and

- (4) that the service contractor has complied with the provisions of this article.

Section 2-411. Article applicable to new service contracts.

The provisions of this article shall apply to:

- (1) A service contract consummated after the effective date of this article.
- (2) A service contract amendment consummated after the effective date of this article.

Section 2-412. Retaliation and Discrimination Barred.

It shall be unlawful for any employer to retaliate, discharge, demote, suspend, take adverse employment action in the terms and conditions of employment or otherwise discriminate against any employee for reporting or asserting a violation of this law, for seeking or communicating information regarding rights conferred by this law, for exercising any other rights protected under this law, or for participating in any investigatory or court proceeding relating to this law. This protection shall also apply to any employee or his or her representative who in good faith alleges a violation of this law, or who seeks or communicates information regarding rights conferred by this law in circumstances where he or she in good faith believes this law applies. Taking adverse employment action against a covered employee(s) or his or her representative within sixty days of the covered employee engaging in any of the aforementioned activities shall raise a rebuttable presumption of having done so in retaliation for those activities. Any covered employee subjected to any action that violates the subsection may pursue administrative remedies or bring a civil action in a court or competent jurisdiction.

Section 2-413. Penalties.

- (a) Debarment for 2 years.

In the event the Comptroller determines, with approval from the full Council, that any service contractor has failed to pay the living wage rate or has otherwise violated the provisions of this article and that such failure was intentional, no contract shall be awarded to such service contractor, or to any person in which such service contractor has an interest until 2 years have elapsed from the date of such determination.

Section 2-414. Collective Bargaining.

Parties subject to this article may, by collective bargaining agreement, provide that such agreements shall supersede the requirements of this article.

Section 2-415. Exemptions.

The following are not covered employees for purposes of this article:

- (1) A person who provides solely volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; and
- (2) A person employed in construction work that is subject to the provisions pursuant to the Prevailing Wage ordinance; and
- (3) Any and all Employees in the Hospitality industry, including, but not limited to, any and all employees working for restaurants and limited and full-service hotels and lodging establishments within the city limits of Memphis and Shelby County.

Sections 2-416 – 2-425. Reserved.

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

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

TAJUAN STOUT MITCHELL
Chairman of the Council

Attest:

Patrice Thomas, Comptroller.

Section 7: Local Business Development and Procurement Program Ordinance

Chapter 6-96 LOCAL BUSINESS DEVELOPMENT AND PROCUREMENT PROGRAM

Sec. 6-96-1 *Local preference* for award of city contracts.

A. Definitions. As used in this article and division, the following terms shall have the following meanings:

“Contract” means any contract, purchase order, or agreement (other than a lease or collective bargaining agreement or a contract awarded by MATA which is funded by federal monies supplied under any federal grant program or plan), awarded by the purchasing agent, division head or his/her designee, or city agency, and whose cost is to be paid from funds belonging to or administered by the city of Memphis.

“Local business” means that the vendor or contractor has a valid domestic type Shelby County and Tennessee business license, issued at least one year prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits of Memphis, Tennessee, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts one hundred (100) percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

B. Purpose and Intent. The city of Memphis shall give a *local preference* to local businesses in the city limits Memphis, Tennessee in awarding city contracts and making purchases whenever the application of such a *preference* is reasonable in light of the dollar-value of proposal received in relation to such expenditures.

In order to be eligible for the *local preference*, the vendor must provide a copy of the domestic Shelby County and Tennessee business license and shall also provide proof that Shelby County Personal Property Taxes and all other necessary *local* business operational taxes inherent to businesses whose principal base of operations is located within the city limits of Memphis, Tennessee were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city of Memphis.

In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of ten thousand dollars (\$10,000) or more, *local preference* shall mean that if the lowest responsive bidder is a regional or non-*local* business, then all bids received from responsive *local* businesses are decreased by five percent. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the *local preference*. The *local preference* cost differential is not to exceed one hundred thousand dollars (\$100,000.00).

In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, *local* businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

In the event of a tie between a *local* business and one or more non-*local* business meeting specifications, the ties shall be broken in favor of the *local* business.

The *local* business *preference* shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the *local preference*. Nor shall the *local preference* apply to purchases made or contacts let under emergency or noncompetitive situations.

Application of the *local preference* to a particular purchase, contract or category of contracts for which the city of Memphis is the awarding authority may be waived upon written justification and recommendation of the city of Memphis to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further the *preference* established herein in no way prohibit the right of the city of Memphis from giving any other *preference* permitted by law in addition to the *preference* authorized herein. (Ord. 5114 § 1, 2005)

Terms and Conditions

RFP TERMS

CMEM REQUEST FOR PROPOSAL

The City of Memphis seeks proposals from firms who have the expertise to provide Comprehensive Minority Business Development Plan Consultant Services 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 AND MINORITY 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 Memphis and Shelby County Tennessee Business Tax Receipt must accompany the bid 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.

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.

All proposal forms must be received at the office of the Purchasing Agent no later than 2:00 P.M. CT on the "Quote Due Date" in order to be considered.

Only proposals submitted on this form(s) with no changes, additions or deletions to the terms and conditions will be considered. Bids 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 Bid 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. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents.

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.

MYRON LOWERY
MAYOR PRO TEM

Jerome Smith
City Purchasing Agent

Published in The Daily News on September 1, 2, 2009

2 COPIES

Proprietary and Confidential

INSTRUCTIONS TO PROPOSERS

Proposers shall submit their 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 vendor, the successful vendor, 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.

The City of Memphis reserves the right to cancel this solicitation, to reject, in whole or in part, any and all proposals, or to waive any informality in proposals.

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: Beverly Goines at 901-526-9300