



**CITY OF MEMPHIS**

**REQUEST FOR PROPOSAL**

**#83753**

**Pre-Voluntary Benefits for COM Employees and Retirees**

**Date Issued: November 1, 2022**

**Proposal Submission Deadline: November 30, 2022**

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Thank you for your consideration of the City of Memphis' (the City's) request for proposal (RFP) for Broker of Record (BOR) for Voluntary Benefits. We expect implementation and brokerage services will begin in April of 2023 for voluntary benefits coverages, effective January 1, 2024.



## 1.1 GENERAL CONDITIONS

The following data is intended to form the basis for submission of proposals to provide Broker of Record Services for Voluntary Benefits. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. **Please note that additional data/information and required submission forms are included on, and should be submitted through, the online procurement tool, RFP360, as directed below in this document.** The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee established by the City and other appropriate designated City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected vendor.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with the requirements listed in Section 4.5 Initial Questions Submission, Final Questions Submission. The City of Memphis is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any questions or concerns not submitted by the stated time and date will be deemed waived.

If any addenda are issued to this Request for Proposal, the Purchasing Division will post them to the City's website at <https://www.memphistn.gov/business/rfps-rfqs/>. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under its proposal as submitted. All addenda so issued shall become part of the Contract Documents.

The City of Memphis reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

## 1.2 OBJECTIVE

THE FOLLOWING INFORMATION IS INTENDED TO FORM THE BASIS FOR SUBMISSION OF PROPOSALS TO PROVIDE BROKER OF RECORD (BOR) FOR VOLUNTARY BENEFITS SERVICES. THIS MATERIAL CONTAINS GENERAL CONDITIONS FOR THE PROCUREMENT PROCESS, THE SCOPE OF SERVICE REQUESTED, CONTRACT REQUIREMENTS, INSTRUCTIONS FOR SUBMISSIONS OF PROPOSALS, AND SUBMISSION FORMS THAT MUST BE INCLUDED IN THE PROPOSAL. **PLEASE NOTE THAT, SHOULD YOUR ORGANIZATION SUBMIT AN INTENT TO BID FORM, SIGNED NON-DISCLOSURE AGREEMENT (NDA), AND BE DEEMED AS AN ACCEPTABLE BIDDER BY THE CITY, ADDITIONAL RFP MATERIALS WILL BE MADE ACCESSIBLE TO YOU THROUGH THE ONLINE PROCUREMENT TOOL, RFP360, AS DESCRIBED BELOW.** THE RFP SHOULD BE READ IN ITS ENTIRETY BEFORE PREPARING THE PROPOSAL. ALL MATERIALS SUBMITTED PURSUANT TO THIS RFP SHALL BECOME THE PROPERTY OF THE CITY OF MEMPHIS.

## 1.3 ORGANIZATIONAL OVERVIEW

This proposal represents a membership of more than 15,000 current active and retired members from the City. Below is a brief overview:

The City has worked hard to design a health & welfare benefits program that provides security, choice and competitive rates for employees and retirees. The core of the benefits strategy has been to:

- Attract and retain quality talent;
- Offer employees financial security
- Build a comprehensive and competitive benefits program that allows for employee choice;
- Include affordable and sustainable solutions for both participants and the City;
- Incorporate wellness, health management and incentives to change behavior and improve the health of the population;
- Offer robust behavioral health support to employees and their dependents, including those without medical plan coverage;
- Enhance strong communications and education initiatives to assist the employees in adopting, understanding and managing their well-being and benefits costs.

For 2023, the City plans to continue offering several voluntary benefits options alongside benefits offerings. Please see "Attachment A - VB RFP - Eligibility Census.xlsx" which includes a summary of eligible employees, as posted on the procurement tool, RFP360.

## 1.4 REASON FOR COMPETITIVE BID

In order to determine a short list of qualified vendors with whom the City will conduct finalist interviews, we are seeking detailed information regarding the administrative capabilities of your organization and your ability to assist the City in achieving its strategic benefits goals (bulleted above) while also:

- Accepting accountability for the effectiveness of program administration, delivery and outcomes through aggressive financial and performance management guarantees and associated risk;

- Leveraging data analytics and business intelligence to partner with the City in a consultative role to contain costs and serve employees;
- Offering the highest quality customer service to the City and its members;
- Promoting and facilitating employee self-service as to lessen the City's administrative burden;
- Providing efficient coordination with other administrative vendors and simplifying administration for the City and employees, where possible; and
- Achieving the above goals within the confines of the City's current HR and payroll systems.

Please note that this RFP is only requesting Voluntary Benefits Brokerage services. If a new broker is selected, they will be expected to coordinate with the current broker in the transition of the voluntary benefits plans.

## 1.5 CURRENT BENEFITS PROGRAMS

Currently, the City provides the following voluntary benefits to its employees and retirees:

- Group Accident Insurance,
- Group Critical Illness,
- Group Hospital Indemnity,
- Cancer Assist
- Gunshot Wound (for first responders),
- Group Legal,
- and Term Life Insurance.

The City will continue to offer all of these voluntary benefits, with the exception of Cancer Assist and term life which will no longer be offered after 2023. Going forward, the City will include Cancer as a covered condition under its Critical Illness offering. The City will also be consolidating the voluntary Term Life offerings with its core life insurance benefits carrier; thus term life quotes are not being requested as part of this RFP.

The voluntary benefit plans are fully-insured and fully paid for by employees. Details on the current voluntary benefits can be found in "Attachment B - VB RFP - 2023 Benefits Booklet". Additional plan details can be found in the following attachments:

- Attachment C - VB RFP - Critical Illness Plan Summary
- Attachment D - VB RFP - Hospital Indemnity Master Policy
- Attachment E - VB RFP - Accident Master Policy
- Attachment F - VB RFP - Group Legal Summary
- Attachment G - VB RFP - ID Theft Summary
- Attachment H - VB RFP - Gunshot Wound Summary

The above referenced documents can be found on the procurement tool, RFP360.

The 2024 plan designs / coverages /coverage levels have not yet been fully finalized. However, the City asks that you quote, as closely as possible, to the plan provisions, coverages and coverage levels as detailed in "Attachment I - VB RFP - Requested Plan Design Template" and document any deviations by returning the completed template as "Attachment I

- VB RFP - Requested Plan Design Template - [Insert Your Unique Vendor Name Here]". We expect to work with the selected broker to finalize program details.





## 2. SCOPE OF SERVICES

### 2.1 BROKER OF RECORD FOR VOLUNTARY BENEFITS SCOPE OF SERVICES

The scope of services currently associated with this RFP is summarized below, however the City reserves the right to modify the requested scope of services at any time during the RFP process

- **Request for proposal (RFP)**

- Before requesting proposals from providers / carriers Broker will:
  - Arrange a strategy meeting where the City and Broker will discuss the Program's goals and objectives, current market conditions, and any recommendations for the Program.
  - Discuss with the City specific negotiating strategies and seek any recommendations the City may have for marketing of the Program or approaching the market(s).
  - Obtain the City's authorization to represent its interests to the market.
- Broker will coordinate with and comply with all procedures as set forth by the City's purchasing office, with regard to procurements (e.g. public advertisement of marketing).
- Broker will disclose the compensation broker anticipates receiving for Services described.
- Broker will perform a full request-for-proposal process, no less than every 5 years, with a market product and pricing check of the incumbent vendor annually for the following voluntary benefit lines of coverage;
  - Accident
  - Critical Illness
  - Hospital Indemnity
  - Gunshot Wound
  - Group Legal
  - Other, as requested by the City
- Broker will, at a minimum, request market competitive products, financial quotes and carrier information regarding the following when requesting market proposals:
  - Account management
  - Market competitive product designs / coverages
  - Implementation
  - Enrollment
  - Claims processing
  - Education and communication capabilities
  - Customer service
  - Reporting

- Broker will meet with the City to present the qualitative and quantitative results of its RFP process.
- Before Broker advises the selected program provider(s) to prepare enrollment material or insurance policies, Broker will:
  - Use a transparent quote disclosure document to disclose:
    - Quotes and declinations: a written summary of all quotes/responses received in response to the RFP.
    - Compensation: the amount of all compensation (direct and indirect commissions and/or fees) that broker expects to receive from Program Providers from the transaction.
    - For insurance products, relationships with insurers: a description of any interest Broker and/or its affiliates may have in any prospective insurer.
  - Obtain the City's authorization to place coverage with the selected provider(s).
  - After the City finalizes its insurance carrier selection, Broker will summarize the plan design specifics which include applicable program rates, eligible employee groups and special enrollment underwriting parameters.
- Broker will oversee provider renewals and addendums in addition to any policy and compliance related changes.

- **Program Management Services**

- Broker will assist with the offboarding (if applicable).
- Broker will facilitate the implementation of new voluntary benefits solutions (as applicable), including but not limited to:
  - Project management
  - Platform integration (if applicable)
  - Data file transmission (if applicable)
  - Application testing (if applicable)
- Broker will agree with the City on going status calls (e.g. monthly, quarterly, etc.) to keep up to date and communicate on any escalated claim issues, carrier issues, ad hoc issues, strategy, etc.
- Broker will facilitate an annual stewardship meeting to discuss the following but not limited to: program enrollment and plan utilization, benchmarking data, market landscape within voluntary benefits, ideas/opportunities for the following year.
- 

- **Employee Communications**

- Broker will periodically analyze the performance of these voluntary products, re-evaluate the product design, and recommend appropriate corrective action as needed. The analysis will include a summary of the voluntary products past performance and future outlook.
- Broker will work with the City to prepare a communications strategy for the City identifying the methods (i.e., e-mail, paper, Web, etc.), message and timing for communicating with the Eligible Employee population OR will work with the Program Provider(s) to prepare the Communications Strategy.
- Broker will consult with the Program Provider(s) and the designated City representatives to design and draft benefit messages compatible with City's employee benefit strategy, while conveying the key features

of the designated voluntary benefit product.

- Broker will provide newly eligible employees designated by City with descriptive materials that highlight specific product features and benefits, rates, and the application process.
  - Broker will coordinate with other City vendors and programs (e.g. medical carrier, disability carrier, wellness program, data warehouse) to identify eligible voluntary benefits claims, notify employees of claim eligibility and potentially submit eligible voluntary benefit claims.
  - Broker will engage with and support the City's financial well-being services and vendors as it relates to the promotion of voluntary benefits.
- **Administrative Services/Call Center**
    - Broker will monitor program provider activity and responsiveness for employees participating in voluntary benefit coverages.
    - Broker will provide a toll-free phone line for eligible employees to call with inquiries regarding their eligibility, and questions regarding the products.
    - Broker will participate, as requested, in open enrollment and other employee facing meetings and keep consistent office hours in order to educate employees and answer questions regarding voluntary benefits.

## 2.2 INTENT TO BID AND NDA

A written intent to bid must be submitted. Only after this is submitted and the City of Memphis' nondisclosure agreement (NDA) is signed and returned *without modification* will a vendor be provided access to the RFP online application, RFP360, which will contain the RFP questionnaire and additional attachments and exhibits.

Please email your signed Intent to Bid Form and NDA to Brynn Wiswall ([brynn.wiswall@memphistn.gov](mailto:brynn.wiswall@memphistn.gov)) and Frances Brooks ([Frances.Brooks@memphistn.gov](mailto:Frances.Brooks@memphistn.gov)) of the City's Purchasing Department.

## 2.3 INSURANCE REQUIREMENTS

Insurance requirements for this project are listed below in Exhibit 3.

If the proposer is unable to provide the required insurance referenced above, questions concerning a change to the requirements should be addressed during the question-and-answer phase and will not be considered after the deadline in Section 4.3.

## 2.4 DURATION

The duration of the Voluntary Benefits contract will be negotiated and discussed with finalists. We are asking vendors to provide proposed pricing for three years.

### 3. PROPOSAL RESPONSE

This Section 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 outlined below.

Specifically, Proposer’s Proposal shall include each of the attachments and exhibits referenced in the table below.

Your complete RFP response, including all attachments and exhibits, must be submitted by November 30, 2022, at 12:00 PM CT, through the RFP360 online application. Responses received after the deadline, outside of the online application, or that are incomplete may be disqualified at the discretion of the City of Memphis. The requirements for each of these Proposal sections are described in more detail in this Section.

**PROPOSER'S PROPOSAL MAY BE DISQUALIFIED FROM THIS RFP PROCESS, AT THE CITY'S DISCRETION, IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.**

<b>Sections and Topics</b>
Section 1 – Cover Letter
Section 2 – Non-Collusion Affidavit
Section 3 – Criminal and Civil Proceedings Disclosure
Section 4 – QUESTIONNAIRE
Section 5 – FINANCIAL PROPOSAL
Section 6 - EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM
Section 7 - PROPOSED PERFORMANCE GUARANTEES
Section 8 - IMPLEMENTATION PLAN
Section 9 - SAMPLE BROKER OF RECORD FOR VOLUNTARY BENEFITS CONTRACT

#### 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.

Provide company name, address, web address, telephone and fax numbers. Please include the name, title, and e-mail address of the individual who will serve as your organization’s primary contact.

Please save (and upload to RFP360) the Cover Letter as “Attachment P - VB RFP - Cover Letter - [Insert Your Unique Vendor Name Here]”.

### 3.2 NON-COLLUSION AFFIDAVIT

Please use the form provided in Exhibit 1 of this document, or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled "Attachment K - VB RFP - CoM Noncollusion Affidavit".

To submit your non-collusion affidavit, input your responses and signatures along with any comments and save and rename the file as "Attachment K - VB RFP - CoM Noncollusion Affidavit - [Insert Your Unique Vendor Name Here]". You may then upload the file to RFP360 in the Project Background section of the RFP

### 3.3 CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

Please use the form provided in Exhibit 2 or you can download an electronic version of the document attached in the Project Background section of the RFP (on RFP360), entitled "Attachment L - VB RFP - CoM Criminal and Civil Proceedings Disclosure". To submit your Criminal and Civil Proceedings Disclosure, save and rename the file as "Attachment L - VB RFP - CoM Criminal and Civil Proceedings Disclosure - [Insert Your Unique Vendor Name Here]". You may then upload the file to RFP360 in the Project Background section of the RFP

### 3.4 QUESTIONNAIRE

Your Questionnaire responses will be submitted through the RFP360 online application. If you need help using the application, please visit [help.rfp360.com](http://help.rfp360.com). Please note that each question will have a limited word count for responses, ensure your answers are concise and answer the question in full. You may also contact the RFP360 Support Team via email at [support@rfp360.com](mailto:support@rfp360.com) or phone at (844) 737-0365. If you still have questions or need assistance, please contact the designated RFP representative listed under the RFP Inquiries section.

### 3.5 FINANCIAL PROPOSAL

To submit your financial proposal, please download the excel file from RFP360 entitled "Attachment J - VB RFP - Pricing Proposal Template". This document includes one tab of instructions and four input tabs. Please review and update as necessary based on your proposal.

Save and rename the file as "Attachment J - VB RFP - Pricing Proposal Template - [Insert Your Unique Vendor Name Here]". After the file is completed, you may then re-upload the file to RFP360. .

### 3.6 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

This contract will not be subject to the requirements of the City of Memphis Ordinance #5384 which establishes the Equal Business Opportunity ("EBO") Program. The Ordinance may be accessed on the City's website at [www.memphistn.gov](http://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. The M/WBE participation goal for this solicitation is 0%. 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.

### 3.7 PROPOSED PERFORMANCE GUARANTEES

Please provide a document that lists all proposed performance guarantees that you suggest. Please include the following:

- Description of the performance guarantee(PG)
- Minimum standard or threshold for monitoring/reporting
- Frequency of reporting
- Confirmation that the PG is evaluated at the client level (or if book of business level, indicate as such)
- Amount of financial risk

Note that, at a minimum we expect performance guarantees related to

- Member service metrics
- Employer reporting
- Employer satisfaction
- Employee satisfaction
- Account management

Please save (and upload to RFP360) as "Attachment Q - VB RFP - BOR Performance Guarantees - [Insert Your Unique Vendor Name Here]".

### 3.8 IMPLEMENTATION PLAN

The implementation process is expected to begin **April 1, 2023** and should include the following activities:

- Meeting with the City to understand their total rewards and voluntary benefits strategy
- Developing a employee communication/education plan and communications materials that align with the City's voluntary benefits strategy
- Engaging with financial consultants to coach employees
- Engaging with the City's data warehouse and other vendors to develop and implement a process to:
  - Identify eligible voluntary benefits claims in available claims data
  - Notify employees of eligible claims and potentially allow for auto-submission of voluntary claims based on available data
- Supporting the City in enrollment support, including platform set-up

Please provide a detailed implementation plan that includes at least the following:

- Dates
- Tasks
- Responsible parties
- Account manager and day-to-day project manager
- Amount at risk

Please save (and upload to RFP360) the Transmittal Letter as "Attachment R - VB RFP - Implementation Plan - [Insert Your Unique Vendor Name Here]".

### 3.9 SAMPLE BROKER OF RECORD FOR VOLUNTARY BENEFITS CONTACT

Please provide (and upload to RFP360) a sample template contract for Broker of Record for Voluntary Benefits Services as "Attachment S - VB RFP - Sample BOR Contract - [Insert Your Unique Vendor Name Here]"

## 4. INSTRUCTIONS ON RFP PROCESS

### 4.1 USE OF INFORMATION

All information and data provided as part of this RFP process should be used for the sole purpose of preparing a responsive proposal.

### 4.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

All correspondence about this RFP and the Initiative should be limited to the Principal Contacts listed below.

**Brynn Wiswall** ([brynn.wiswall@memphistn.gov](mailto:brynn.wiswall@memphistn.gov)) and **Frances Brooks** ([Frances.Brooks@memphistn.gov](mailto:Frances.Brooks@memphistn.gov)) are the points of contact for the City's purchasing department. Your signed Intent to Bid Forms and NDA should be provided to them. It is also possible you may be contacted by Brynn and/or Frances related to other RFP matters. To the extent they reach out to you regarding a particular matter, you may correspond directly with them regarding that particular matter.

**Emily Dominguez** will be acting as the City's designated PwC agent, related to the Broker of Record for Voluntary Benefits RFP. If you have an urgent need regarding the RFP, you may reach out to Nathan at [emily.dominguez@pwc.com](mailto:emily.dominguez@pwc.com) or (201) 414 4475.

Proposer should not, under any circumstances, contact any other 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 prior written consent of one of the Principal Contacts listed above. Utmost discretion is expected of the 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

In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline, shown below, for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Proposer's Proposal and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.

The City reserves the right to modify or update this schedule at any point in time, but in no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department, and as posted on the City's website, through an addendum.

<b>Activity</b>	<b>Date</b>
Advertisement for marketing of Broker of Record Services for Voluntary Benefits	November 1, 2022 & November 2, 2022
Collection of Intent to Bid and NDA's	November 1, 2022
RFP available to Bidders	November 1, 2022 - November 30, 2022
Proposer Questions Deadline	November 10, 2022
City Response to Questions	November 18, 2022
Proposal Submission Deadline	November 30, 2022
Finalist Selections	December 14, 2022
Finalist Presentations	Week of December 20, 2022 or December 28th or 29th
Negotiations	TBD
Agreement Finalization	Early January

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

No Pre-Submittal Conference is scheduled for this RFP.

#### 4.5 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Any inquiries related to the RFP should be submitted through the RFP360 online application by no later than November 10, 2022. You may submit them through the Messages widget on your Dashboard. The following guidelines and rules have been established to ensure effective communication:

- All responses to inquiries will be accessible to all participating organizations, and the entity submitting the question will not be identified
- Every effort will be made to respond to all inquiries as quickly as is practical but no later than the date specified in the timeline above

If you have questions that you believe address confidential business issues specific to your organization, you may still submit these questions through RFP360, indicating your request for confidentiality. If the City agrees as to the reasonableness of the confidential request and that a private answer would not prejudice the information available to other participants, your question will be addressed privately.



## 4.6 PROPOSAL SUBMISSIONS

### PROPOSAL SUBMISSION AND DUE DATE (This information need to be added to the RFP)

Proposer shall submit, in a sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), and one (1) CDs or thumb drives containing softcopies of its entire Proposal (including the signed Cover Letters) on or before the date specified in Section 4.3 Schedule of Activities **at 12:00 noon CT**, to the addressee provided below:

#### USPS (or other common carrier)

City of Memphis  
Purchasing Department, Room 348  
125 N. Main Street  
Memphis, TN 38103

#### Hand Delivery

City of Memphis  
Main Lobby – Bid Drop Box  
125 N. Main Street  
Memphis, TN 38103

The label should identify the contents as:

**Your company name & address.  
RFP Title, RFP #XXXXX.**

Your complete RFP response, including all attachments and exhibits, must be submitted through the RFP360 online application on or before the date specified (November 30) in Section 4.3 Schedule of Activities *at 12:00pm CT*.

**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 MAY BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS, AT THE CITY'S DISCRETION.**

Proposals may not be amended after the submission deadline, except as potentially requested through a request for a "Best and Final Offer."

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.

### **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.

### **PROPOSER DATA**

The confidentiality of information and data contained in the form of a bidder'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").

### **Deadline Extension**

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

### **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 by email, the City of such error and 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](http://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.

### **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 **Brynn Wiswall** ([brynn.wiswall@memphistn.gov](mailto:brynn.wiswall@memphistn.gov)) and **Frances Brooks** ([Frances.Brooks@memphistn.gov](mailto:Frances.Brooks@memphistn.gov)).

### **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.

### **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.

### **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.

### **Tax Payments**

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

### **General**

- Subject to questions and clarifications raised on specific issues, 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.
- The City of Memphis reserves the right throughout the RFP process to negotiate with bidders over any and all terms of their proposal and to solicit additional information and accept any modifications at its sole discretion.
- The successful respondent shall furnish all services necessary to perform and complete the requirements of this RFP. The successful respondent(s) must comply with any agreed upon performance schedule.

- The respondent shall provide detailed pricing in the proposal. Failure to include pricing for all services and offerings available from the respondent or sub-contractor will subject the proposal to rejection. Any pending service offering changes that are reasonably expected to have impact on this proposal in any aspect (features, rates and functionality) are to be disclosed as part of the proposal. Any service feature not priced will be deemed to be offered at no charge.
- Payment will be made only for services accepted under the contract with the successful respondent. The City will not be responsible for any costs or expenses of any kind in the preparation of any responses or proposals.

#### 4.7 FINALIST SELECTIONS

The City may 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 will likely 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

Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission, however the presentations are tentatively scheduled to begin on the date listed in Section 4.3 Schedule of Activities.

If Proposer is one of the RFP recipients asked to give an oral presentation, Proposer should prepare a comprehensive presentation. Finalists shall also expect to receive a Best and Final Offer (BAFO) request that concentrates on the business and technical aspects of the Proposal.

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. An electronic copy of all presentation materials must be delivered to the Principal Contacts 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 solely determined by the City, which meets the requirements and criteria set forth in the solicitation. 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 and any additional terms imposed by the City.

#### 4.10 PROTESTS

Any protest of award must be filed in writing with the applicable Purchasing Agent within five (5) calendar days of the award announcement at the following address, or via email (Brynn Wiswall – [Brynn.Wiswall@memphistn.gov](mailto:Brynn.Wiswall@memphistn.gov))

City of Memphis Purchasing Agent:  
125 North Main, Room 368, 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, after issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be made accessible to all RFP participants for their consideration. The City will provide notification of the availability of supplemental information by issuing a written addendum via its website at <https://www.memphistn.gov/business/rfps-rfqs/>. The supplemental data/information will be posted on RFP360, where applicable. Any revisions to the solicitation will be made only by an addendum issued by the City. The City will assume that all changes or additional requirements transmitted have been considered in the 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 relating to this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

### 5. EVALUATION MODEL

#### 5.1 QUALIFYING PROPOSALS

The City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all 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 (including review of minimum bid requirements) of the RFP (as outlined in Section 3).

## 5.2 EVALUATION OF QUALIFYING PROPOSALS

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based, are as follows:

Proposals will be evaluated based on the following methodology:

- Financial Proposal – 50% of total score
- Capabilities & Approach – 40% of total score
- Proposal Completeness and Compliance with Ask - 10% of total score

## 6. RFP TERMS AND CONDITIONS

The City of Memphis seeks proposals from firms who have the expertise to provide the services as is 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.

Any protest of award must be filed with the Purchasing Agent pursuant to Section 4.10 Protests. Notice of Intent to Award will be emailed to all vendors that submit a valid proposal. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

No objections regarding 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, pursuant to Section 4.5 Initial Questions Submission, Final Questions Submission. 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.

**JIM STRICKLAND, MAYOR**

Bryn Wiswall, City Purchasing Agent

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### **INSTRUCTIONS TO PROPOSERS**

Your complete RFP response, including all attachments and exhibits, must be submitted by November 30, 2022, at 12:00 PM CT, through the RFP360 online application. Responses received after the deadline, outside of the online application, or that are incomplete may be disqualified at the discretion of the City of Memphis.

Proposers must comply with all applicable state licensing requirements. 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, all proposals. Bidders will be notified of any cancellation, and cancellation of this RFP or any subsequent award will be posted on the City's website.

To request additional information concerning this solicitation, please see Section 4.5 Initial Questions Submission, Final Questions Submission.

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.

**EXHIBITS**

**EXHIBIT 1 – 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:

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By \_\_\_\_\_ (Name)

Business Address:

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

EXHIBIT 2 – CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations. Attach additional pages if necessary.

Note: If no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

Note: Make sure the above requests are clearly completed for any of our partners or subcontractors that will interact in any way with the City or its employees.



EXHIBIT 3 – INSURANCE REQUIREMENTS



**INSURANCE REQUIREMENTS**  
**HR – Pharmacy Benefit Services**

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

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

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

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

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

City of Memphis

Attn: Risk Management

170 N. Main St. 5th Floor

Memphis TN 38103

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

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

**AUTOMOBILE LIABILITY**

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

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

**COMMERCIAL GENERAL LIABILITY:**

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

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

\$5,000

Medical Expense any One Person

**CYBER (“NETWORK SECURITY AND PRIVACY” LIABILITY)**

For losses arising out of the following areas

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

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

\$5,000,000 Each Claims / \$10,00,000,000 Aggregate

**ERROR & OMISSIONS PROFESSIONAL LIABILITY:**

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

\$5,000,000 Per Claim

\$5,000,000 Aggregate

**UMBRELLA LIABILITY:**

With Minimum Limits of:

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

**FIDELITY BOND / EMPLOYEE DISHONESTY**

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

\$1,000,000 Each Occurrence

## **PROPERTY INSURANCE**

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all subcontractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

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



EXHIBIT 4 – INTENT TO BID





JIM STRICKLAND  
MAYOR

DIVISION OF FINANCE

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TENNESSEE

## Intent to Bid

City of Memphis  
125 N Main Street  
Memphis, TN 38103

[Company] has received the City of Memphis Request for Proposal for Broker of Record for Voluntary Benefits. This signed letter serves as our intent to participate.

We acknowledge all the instructions and requirements detailed in the Introduction and Background document. We acknowledge our understanding of the City's requirements with respect to confidential data provided as part of this RFP including census, claims, plan documents, and other detailed data not already provided or available in the public domain.

We commit to immediately destroy confidential information following completion of the RFP process and/or the request of the City or its consultant and to provide written verification of the destruction of such information.

We acknowledge that we are required to obtain written permission from the City prior to sharing the RFP questionnaire or any information with subcontractors or partners used to respond to this RFP or to provide services and that such request and permission will be relayed through PwC.

We confirm that any partners / subcontractors used to provide services in response to this RFP would be contracted through the prime contract with the City (i.e., we would not require the City to contract separately with any subcontractors).

We confirm that the City may or may not allow commissions to be included, as such, provide premium quotes both including and excluding commissions. We will also provide quotes for the scope of services provided in the RFP package based on a fee-for-service basis and on a commission offset basis.

We confirm that any consultants engaged to assist the City during the RFP process will not be required to sign a separate NDA (or enter into the City's NDA as a third party).

Below is the name, title, company, and contact information (email address and phone number) for the responder of this RFP. We confirm he/she is authorized to commit their organization to the proposal submitted. PwC is only responsible for sending information regarding this RFP to the designated responder.

<b>Responder Information</b>	
<b>Name</b>	
<b>Title</b>	
<b>Company</b>	
<b>Email Address</b>	
<b>Phone Number</b>	

This signed document serves as our agreement to and acknowledgement of the items above.

X \_\_\_\_\_  
Date

**CITY OF MEMPHIS**

**EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM**

**PROJECT TITLE: City of Memphis Broker of Record (BOR) for Voluntary Benefits #XXX**

**Project M/WBE GOAL: 0%**

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: XXXXXXXXXXXXXXXXXXXXXXXX

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  
Name and Title

Printed or Typed