



Request for Quotation 1544

Description **RFP for Management of the Mallory Neely House and Magevney House**
 Preview Date **26-JUN-2009 15:41:10** Open Date **26-JUN-2009 15:41:10**
 Close Date **28-AUG-2009 14:00:00** Award Date **Not Specified**
 Time Zone **Central Time**

Note **THIS RFP IS BEING ISSUED TO NOTIFY SUPPLIERS ONLY. ALL PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE PROPOSAL SIGNED AND DATED BY AN OFFICIAL AUTHORIZED TO SIGN FOR THE COMPANY.**

Company **City of Memphis, Tennessee**
 Buyer **Setterlund, Donna**
 Location **City of Memphis, Tennessee**
125 North Main Street
Room 354
Memphis, TN 38103
United States
 Phone **901 576-6186**
 Email **Gail.Setterlund@memphistn.gov**

When submitting your quote, please include the following information

Your Company Name	
Address	
Contact Name	
Phone	
Signature	

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1 Header Information**1.1 General Information**

Description	RFP for Management of the Mallory Neely House and Magevney House		
Preview Date	26-JUN-2009 15:41:10	Open Date	26-JUN-2009 15:41:10
Close Date	28-AUG-2009 14:00:00	Award Date	Not Specified
Time Zone	Central Time	Buyer	Setterlund, Donna
Style	Sealed		
Email	Gail.Setterlund@memphistn.gov	Buyer Phone	901 576-6186

1.2 Terms

Ship To	150501-Museum Memphis ,TN 38111 United States	Bill To	150501-Museum Memphis ,TN 38111 United States
Payment Terms	Net 30	Carrier	Best Way
FOB	Delivered Price	Freight Terms	Prepaid & Allowed

Note THIS RFP IS BEING ISSUED TO NOTIFY SUPPLIERS ONLY. ALL PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE PROPOSAL SIGNED AND DATED BY AN OFFICIAL AUTHORIZED TO SIGN FOR THE COMPANY.

1.3 Response Rules

This negotiation is governed by all the rules displayed below.

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' notes and attachments
- Suppliers are allowed to respond to selected lines
- Suppliers are required to respond with full quantity on each line
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

2 Price Schedule**2.1 Lines Information**

Line	Item	Description	Quantity	Unit	Quantity	Unit Price	Extended Price	Promise Date
1		Management Proposal for the Mallory Neely and Magevney Houses as per attached specifications.	1	Each				
	Total							

2.2 Line Details**2.2.1 Line 1 Management Proposal for the Mallory Neely and Magevney Houses as per attached specifications.**

Category	95800	Start Price (USD)	Not Specified
Ship To	110301-FIN Purchasing 125 N. Main Suite 354 Memphis ,TN 38103 United States	Target Price (USD)	Not Specified
Need-By Date	Not Specified		

Attachments

Name	Data Type	Description
RFP for Mallory Neely and Magevney Houses.doc	File	Request For Proposal for Management

Contract Terms and Conditions

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Terms and Conditions

RFP TERMS

CMEM REQUEST FOR PROPOSAL

The City of Memphis seeks proposals from firms who have the expertise to provide same. 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.

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 your bid for consideration of the ordinance.

Any protest of award must be filed in writing with the Purchasing Agent within five days of the award announcement.

All bid/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 bids/proposals submitted on this form(s) with no changes, additions or deletions to the terms and conditions will be considered.

All bids/proposals must be signed by an authorized representative of your firm.

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

Dr. WILLIE W. HERENTON
MAYOR

Jerome Smith
City Purchasing Agent

Published in The Daily News on June 30 and July 1, 2009

2 COPIES

INSTRUCTIONS TO PROPOSERS

Proposers will submit their proposal in the sealed envelope INDICATING ON THE OUTSIDE: *THE COMPANY NAME, THE REQUEST FOR QUOTE NUMBER.*

Proposers will comply with all applicable licensing requirements.

The City of Memphis reserves the right to reject any and all proposals and to waive any informality in proposals.

For additional information concerning this Request for Proposal, please contact Steve Pike at 901-320-6371.



City Of Memphis

Management Proposal for the Mallory/Neely and Magevney Houses

Request for Proposal #1544

**Prepared By: Pink Palace Family of Museums
Closing Date for Proposals: August 28, 2009
Proposals Accepted at Attn: Purchasing Agent
Management Services for the Mallory/Neely and Magevney
Houses /RFP
125 North Main Street, Suite 354
Memphis, TN. 38103
E-Mail Inquires: Steve.Pike@memphistn.gov**

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PURPOSE

The City of Memphis, Division of Park Services seeks to identify a qualified party to care for, manage, promote, market and operate the Mallory Neely House (MNH) 652 Adams Avenue Memphis and Magevney House (MH) 198 Adams, Memphis TN. The purpose of engaging a private management party is to improve the City of Memphis's (The City) fiscal balance from operations while also providing appropriate care for these historic houses and services to the public. The City will utilize the Request for Proposal process to identify the interested party that is most qualified to do this. The City will seek the counsel of Memphis Museums, Inc., in determining the best disposition of the accessioned artifacts in both houses. If the proposal is adequate, the City will consider entering into a management agreement with that selected party. It is expected that the agreement will be for multiple years.

BACKGROUND

The MNH and MH are City of Memphis facilities located at 625 Adams Avenue, Memphis, TN and 198 Adams, Memphis, TN respectively. MNH consists of an 1852 Italianate Mansion and Carriage House as well as surrounding grounds of approximately 2-3 acres. The house is furnished with numerous large and small decorative objects, all of which are accessioned into the museum collection of the Pink Palace Museum. These objects are owned by Memphis Museums, Inc., as part of that 501.c.3 Corporation's long-term contract with the City of Memphis. The Carriage House contains retail store furniture, fixtures and equipment owned by MMI. MH, constructed circa 1836, is Memphis' oldest middle-class residence and is listed on the National Register of Historic Places. The cottage is furnished with artifacts from the 1840's and 1850's, several of which belonged to the Magevney family. These objects are owned by Memphis Museums, Inc., as part of that 501.c.3 Corporation's long-term contract with the City of Memphis. The City's decision concerning management of the structures and grounds will be considered as a separate decision from that of management of the decorative arts objects and furnishings.

A. ANTICIPATED SCHEDULE OF EVENTS

The timetable for this RFP is presented below:

<u>Activity</u>	<u>Target Date</u>
Request for proposal release date	June 26, 2009
Vendor site visits	July 6 – 27, 2009
Vendor Q & A	July 28, 2009
Post Response Q & A (City website)	August 4, 2009
Proposal Due Date	August 28, 2009
Selection of finalists for interview	September 14, 2009
Interviews	Sept. 28 – Oct. 13, 2009
Selection of Service Provider	October 30, 2009

This timetable is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change.

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

B. PROPOSAL PREPARATION

- a. Proposals shall be signed by an authorized officer of the organization, contain all information requested, and meet all submission requirements.
- b. Proposals shall be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Proposals should be complete and clear.
- c. 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 until the proposal evaluation is complete and a contract is awarded. No information about any submission of proposals shall be released to anyone until the process is complete, except to the members of the Evaluation Committee, who shall evaluate the proposals, and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.
- d. Oral presentation: Any company submitting a proposal in response to the RFP may be required to give an oral presentation of their proposal to City representatives. This provides an opportunity for the company to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not contemplate or authorize negotiation. An oral presentation is an option of the City in its sole discretion.
- e. Costs incurred by the company to prepare a proposal are solely those of the company. Nothing contained within the RFP is indicative of intent by the City to reimburse the company, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals. Proposals submitted in accordance with the RFP submission requirements and accepted by the City become the property of the City and shall not be returned.

C. REQUIRED TECHNICAL COMPONENTS OF THE PROPOSAL

- a. A description of the organization making the proposal, including whether the firm is international, national, regional or local; the number of years in business; and the number of employees and/or volunteers.
- b. Experience in providing the services described herein, including relevant knowledge of and experience with applicable federal, state and local laws and regulations.

- c. Biographies, including general experience of the individuals who will be assigned to the work described herein and relevant experience of each in performing work similar to that described herein.

D. MINIMUM REQUIREMENTS

- a. All acceptable “Proposals” must demonstrate or complete the following:
 - i. The Corporation currently exists with a valid Federal Identification Number and all licenses and permits required to manage, operate, market, and promote the required business structure in Memphis, Tennessee.
 - ii. The Corporation is fiscally sound as demonstrated by its audited financial statement.
 - iii. The Corporation has the capacity and intent to insure the property, furnishings, and collections, and to indemnify and hold harmless the City of Memphis and Memphis Museums, Inc., for any and all liability associated with its operation of the property.
 - iv. The Corporation has a credible strategic plan for the operation of the property and the capacity to execute same. This plan should include, but need not be limited to:
 - 1. An overall business plan.
 - 2. A staffing and human resources plan.
 - 3. A plan for routine maintenance.
 - 4. A plan for restoration and care of the houses.
 - 5. A plan for the care and/or disposition of the furnishings and decorative objects in the houses.
 - 6. A plan for the care of the grounds.
 - 7. A plan for educational public programs and other appropriate educational activities that will inure to the benefit of the citizens of Memphis and the region.
 - 8. A plan for public relations and marketing, including a plan for re-opening the houses in a way that is positive for all concerned parties.
 - 9. A 5 year financial plan.

10. A governance plan.
11. Proposals must address the proposed City service structure in a written plan for the future relationship the proposed envisions between the proposing organization, the City of Memphis, and Memphis Museums, Inc. This should include maintenance; staffing; distribution of operation revenue and expense; revenue collection capital and capital acquisition expense; revenue sharing; audits; and care and ownership of the house's furnishings.
12. A plan for addressing any ADA issues in either structure.
13. A plan for insuring the property such that the City of Memphis is named as the beneficiary in the case of fire, loss, or damage to the houses and grounds and that M.M.I. is named as the beneficiary in the case of fire, loss, or damage to the furnishings or collections in the houses.
14. Minority business and local participation: proposals must include the name and percentage of work to be performed by any local and/or minority businesses.

E. Failure to submit the required proposal information: will result in immediate disqualification of the entire proposal from further consideration

F. PROPOSAL FORMAT

To simplify the review process and obtain maximum compatibility, proposals should present information in the order listed under the headings herein of Required Technical Components of the Proposal and Required Proposal Information and Minimum Requirements.

Respondents should complete firm certification statement (Attachment B) and place it at the beginning of their proposal.

G. PROPOSAL EVALUATION FACTORS

The criteria outlined below will be utilized by the City of Memphis to evaluate the responses and determine the proposing firm most qualified and appropriate to undertake the identified services. Proposals will be scored using the attached Mallory-Neely and Magevney House Proposal Rating Form.

- a. Responsiveness to the RFP in term of completeness and quality of the response.

- b. Overall qualifications and relevant experience of the proposing firm and personnel.
- c. Prior experience of the organization and its personnel with projects of a similar nature, and particularly projects that require working with the public, caring for historic properties and objects, fundraising, and working with other government and nonprofit entities.
- d. Relevant experience and expertise of the specific staff that will be assigned to lead this project and to carry out the work and services requested.
- e. Ability to care for the accessioned objects owned by MMI in the houses.
- f. Evaluators' assessment of the proposer's ability to carry out proposed work plan successfully.

H. INTERVIEWS

The City of Memphis anticipates that in-person and/or telephone interviews will be conducted with some or all of the submitting organizations deemed most appropriate based on the evaluation. The purpose of interviews will be to become more familiar with the proposers' staffs and qualifications. The City of Memphis reserves the right to request that some or all of the submitting organizations make an on-site visit to discuss their proposal in more detail. Should on-site interviews be deemed necessary, the City of Memphis will notify the respective firm(s) following the proposal deadline. The City of Memphis will not pay for travel or other expenses associated with these visits.

I. SELECTION AND AWARD

The qualifications and experience of the submitting corporations will be evaluated by the City of Memphis or a Selection Committee appointed by the City of Memphis based on the content of the proposal and any interviews and utilizing the evaluation criteria outlined herein. By submitting a response to this RFP, the respondent hereby authorizes the City of Memphis to contact references and make such further investigations as may be in the best interest of the City of Memphis.

The City of Memphis expects to negotiate a contract with the firm determined most advantageous to the City of Memphis. In the event that the parties are unable to agree upon contract terms, the City of Memphis may, at its sole discretion enter into negotiations with the next most appropriate firm. The City of Memphis anticipates awarding a contract for the requested consulting services on or before November 1, 2009.

J. MISCELLANEOUS OTHER ITEMS

- a. The City at its sole discretion may choose to negotiate the terms and conditions of a contract. The City of Memphis shall not be liable for any costs incurred by any individual or firm in response to this RFP or in connection with any discussion, correspondence, or attendance at interviews or negotiation sessions prior to the execution of a contractual agreement.
- b. Any subcontractors and/or outside associates or consultants required by the proposer in connection with the services outlined in the Scope of Services herein will be limited to such individuals or firms as are specifically identified in this proposal.
- c. The City of Memphis reserves the right to reject any and all proposals received as a result of this Request for Proposals; request additional information; to advertise for new RFP responses; or to accept any RFP response deemed to be in the best interest of the City of Memphis. Issuance of this RFP and receipt of responses to the RFP does not commit the City of Memphis to award a contract or agreement.
- d. Under no circumstances shall any entity responding to this RFP apply for funding to any entity to carry out any aspects of their proposal without the written permission of the Director of the City of Memphis Park Division and the Director of the Memphis Pink Palace Museum. By soliciting responses to this RFP neither the City of Memphis nor Memphis Museums, Inc., gives any tacit or implied present or future approval of such applications.

K. SUBMITTAL INSTRUCTIONS

Consultants responding to this RFP should submit at least eight (8) complete copies of the proposal package. Submissions must be received on or before 2:00 P.M. CDT on August 28, 2009. Responses should be addressed to:

ATTENTION:
City of Memphis
Management Proposal for the City of
Memphis/Mallory-Neely and Magevney Houses
Finance Dept.
Purchasing Department
Rm. 354
125 Main Street
Memphis, TN 38103

Incomplete submissions and submissions received later than the above stated date and time shall be rejected without consideration. The City of Memphis shall not be responsible for, nor accept as a valid excuse for late delivery, any delay in mail service or other method of delivery used by the

submitting organization. The City of Memphis will not accept RFP responses sent by fax or e-mail.

It is requested that responses be sealed to assure potential respondents that the content of an early submission will not be available to any other firm that has not yet responded.

Although it is not mandatory, the City of Memphis would appreciate receiving a brief e-mail indicating your interest in submitting a response to this RFP. Please send the e-mail to Steve Pike, Director of Museums at Steve.pike@memphistn.gov.

L. CONTACT PERSON

All questions concerning this walk through should be directed to Steve Pike, Director of Museums or Wesley Creel, Administrator of Public Programs who is serving as the project coordinator for the City of Memphis. Contact information:

Steve Pike

Phone: (901) 320-6371

Fax: (901) 320-6391

Email: Steve.Pike@memphistn.gov

Wesley Creel

Phone: (901) 320-6370

Fax: (901) 320-6391

Email: Wesley.Creel@memphistn.gov

M. GENERAL TERMS AND CONDITIONS

a. APPLICABLE LAW AND COURTS

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Tennessee and the City of Memphis Charter. Venue for any proceedings will be in Shelby County, Tennessee.

b. DEBARMENT STATUS

By submitting their proposals, all firms certify that they have not been, nor are they currently, debarred from submitting bids or proposals on contracts with the federal, state or any local government, and they are not an agent of any person or entity that has been or is currently debarred from submitting bids on contracts by the federal, state or any local government.

c. CLARIFICATION OF TERMS

If any prospective firm has questions about the specifications or other solicitation documents, the prospective firm should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

d. ASSIGNMENT OF ENGAGEMENT

An engagement shall not be assignable by the company in whole or in part without the written consent of the City.

e. INSURANCE REQUIREMENTS

The company shall be required at all times during the term of the contract to subscribe and comply with the insurance requirements (noted on Attachment A) of the State of Tennessee and to save harmless the City from any and all liability from or under said act.

f. INDEMNIFICATION

The company agrees to indemnify, defend and hold harmless the City, Memphis Museums Inc., and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the company any services of any kind or nature furnished by the company, provided that such liability is not attributable to the sole negligence of any City employee or to failure of City employees to use the materials, goods, or equipment in the manner described by the company on the materials, goods, or equipment delivered. The City is prevented by law from providing mutual indemnification.

g. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the company desires to subcontract some part of the work specified in their proposal, the company shall furnish the City of Memphis the names, qualifications and experience of their proposed subcontractors. The company shall, however, remain fully liable and responsible for the work/service to be performed by his/her subcontractor(s) and shall assure compliance with all requirements of the contract.

ATTACHMENT A

INSURANCE REQUIREMENTS

The selected party will be expected to furnish the following insurance requirements prior to execution of the agreement:

The successful proposal 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 successful proposal shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the State of Tennessee.

If any of the Insurance Requirements are non-renewed at the expiration dates the City may terminate the contract with the firm immediately and at its sole discretion and seek damages from the firm for any related losses.

The successful proposal shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

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

“Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager” and the Director of the Pink Palace Museum by registered mail, return receipt requested to the following addresses.

City of Memphis
Attn: Risk Management
100 North Main Street, Suite 2028
Memphis, TN 38103

Pink Palace Family of Museums
Attn: Steve Pike
3050 Central Avenue
Memphis, TN 38111

“The City of Memphis and Memphis Museums Inc., and their 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.

WORKERS COMPENSATION:

The successful proposal 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.

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 LIMITS OF:

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

COMMERCIAL GENERAL LIABILITY:

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor’s Liability, and Broad Form Property Damage Liability coverage.

\$3,000,000	General Aggregate
\$3,000,000	Products & Completed Operations
\$3,000,000	Personal & Advertising
\$3,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

General Liability coverage shall also include Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence if any alcoholic beverages are served.

PROPERTY INSURANCE:

The successful proposal shall be required to reimburse City of Memphis Park Services for both the real and personal property insurance cost for this facility.

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

The successful proposal is required to provide copies of the insurance policies upon request.

ATTACHMENT B

CONTRACTOR FIRM CERTIFICATION STATEMENT

I (we) certify that the information contained herein is the true and correct to the best of my (our) knowledge and that the person submitting this response on behalf of the proposing entity has full authority to make all representations contained herein. I (we) understand that the inclusion of false information may result in disqualification or rejection of this proposal.

Printed Name of Authorized Individual

Organization

Signature of Authorized Individual

Address

Date

MALLORY-NEELY and MAGEVNEY HOUSE PROPOSAL RATING FORM

Firm Name _____ **Date** _____

Evaluator _____

Available Points
(Total available: 100 points)

Points Awarded

1. **Is the financial plan credible and if carried out as envisioned how positively will it impact the City of Memphis?**
Maximum 20 points

2. **Is the strategic and business plan envisioned reasonably doable with the resources the firm has or is reasonably likely to acquire?**
Maximum 20 points

3. **If accomplished, how well will the outcomes envisioned in the plan serve the citizens of Memphis and our region?**
Maximum 20 points

4. **Are the plans for maintenance, restoration, and care of the structures and grounds adequate given their historic importance?**
Maximum 20 points

5. **Does the plan for the care and/or disposition of the furnishings and decorative objects in the house meet reasonable standards of care for museum objects?**
Maximum 20 points