



ACS Government Systems

On Behalf of the City of Memphis Information Services

Request for Quote

**Community Center and Senior Citizen Centers Surveillance Project
PID#: 95289289**

Quote #:03152010-01

Issue Date: March 15, 2010

**A Mandatory Pre-Bid Conference will be held on March 18, 2010, 10:00 AM
at 5125 Elmore, Suite 6, Memphis, TN 38134.**

Response Date: March 26, 2010

Response Accepted At: ATTN: ACS Executive Office
Community Center and Senior Citizen Center Surveillance Project
Quote #: 03152010-01
5115 Covington Way, Suite 11
Memphis, TN 38134

E-Mail Inquiries and Responses Accepted At: requests@memphistn.gov

Introduction

ACS on behalf of the City of Memphis (“City”) Information Services, invite vendors to submit quotes for the purchase and installation of surveillance cameras for the City of Memphis Community Centers and Senior Citizen Centers. In an effort to standardize Security and Surveillance equipment City Wide, the City of Memphis Division of Police Services, through its Real Time Crime Center, has implemented an Enterprise Security Standard to satisfy the needs of all divisions. By implementing this standard the City is better positioned to protect its employees and secure its assets used daily to serve the Citizens of Memphis.

A mandatory Pre-Bid Conference is set for Thursday, March 18, 2010 at 5125 Elmore, Suite 6, Memphis, TN 38134.

Scope of Work

- A. The security design will include implementing surveillance for nineteen (19) Community Centers (Exhibit “A”) and four (4) Senior Citizen Centers. The scope includes implementing specified H.264 digital recording system with specified matrix switches & keyboards, replacement of DVRs, and installation of specified 23” LCD monitors. The digital recording system must be configured with enough disk drive space to record a minimum of 60 days of recorded video at 30 frames per second. The camera system will require cabling.
- B. Installation of the turnkey system includes permits, labor, set-up, testing, calibration, programming, and adjusting of system as needed until it is a fully functional and working system. All specialized functions (such as proper connection, system calibrations and system programming) shall only be performed by technicians who are certified by component manufacturers.
- C. There will be no substitutions allowed outside the parameters of these specifications.
- D. The CCTV equipment specifications and camera locations will be given at the Mandatory Pre-Bid Conference to be held on TBD. The exact camera focal length and field of view will be included in the plans and specifications. Plans and specifications / documents will be provided at pre-bid conference to qualified Vendors upon signing a non-disclosure agreement.
- E. The project will have to be completed within 45 business days of the signing an execution of the agreement. Vendor will be assessed a penalty of \$250.00 per day for each day the project is not completed.

Hardware Requirements

EQUIPMENT	TOTAL	PARTS
Interior Dome Cameras	55	PELCO CAMCLOSURE Mfr# part number IS90-DNV9
Interior Wide Dynamic Range	5	PELCO CAMCLOSURE IS90-DWV9
Exterior PTZ	66	NIGHT WITH WALL MOUNT MFR#PELCO SPECTRA IV CAMERA SD435-PG-EQ MOUNT IWM-GY8- TOTAL
8 Channel Passive UTP Video Transceiver	17	MFR# PELCO TW300BP
8 channel embedded encoders	17	MFR# SKYCOP SC-EMBDVS-4CIF-8
16 channel UTP Transceivers	8	MRF#TW3016P
16 channel embedded encoders	8	MFR# SKYCOP SC-EMBDVS-4CIF-16
KVM console Extender	24	MFR#IOGEAR GCE700
24 inch LCD monitors	23	MFR# SAMSUNG 2443BWT-1

Integrity & Quality of the System

- A. The Vendor accepts full responsibility for the quality and integrity of the system submitted for bid and must meet all specifications as listed herein.
- B. All products installed must be new and meet all manufacturers' specifications.

Storage

- A. The City of Memphis is not responsible for uninstalled products left on site before or during the installation process. It is the responsibility of the Vendor to remove uninstalled components from the work site at the end of each day, and the Vendor accepts responsibility for uninstalled components left on site. Once installed, each component then becomes the responsibility of the City of Memphis.

Scheduling & Deadlines

- A. It is the responsibility of the Vendor to coordinate system design and installation with the stakeholders and management staff of Park Services.
- B. All on-site work by the Vendor shall occur during normal business hours, which, for the purpose of this project, are considered to begin at 8:00 AM, and end at 8:00 PM, Monday through Friday. All on-site work required outside of these hours must be approved by and arranged with facility manager.
- C. The City of Memphis reserves the right to request the Vendor to work at night during normal working week days, Monday through Friday.

Installation

- A. The Installation of the system and related work must be coordinated with the City of Memphis. The Vendor shall coordinate the installation process so as to meet the completion deadline.
- B. Once begun, the installation must continue on a regular daily schedule and steady pace until complete.
- C. Installation includes all components, cabling, conduits, and miscellaneous hardware needed for a professional appearance and operational system.
- D. Any drilling that must be done for the placement of conduit or the passing of wire or cable from one room to another is the sole responsibility of the Vendor.
- E. Installation of all equipment herein must meet all National Electrical Codes as well as all Local and State Electrical Codes. All cable must be installed above ceiling or in conduit when exposed.
- F. Conduit for any exterior equipment must be rigid and painted to match building exterior.

Aesthetics

- A. It is the responsibility of the Vendor to leave the facility in a clean and neat condition upon the completion of the installation.
- B. Cabling and wiring must be concealed above ceilings or in conduit as required.
- C. All conduit and moldings must meet National Electrical Code as well as all local and state electrical codes.
- D. When building factors such as metal, concrete, and or firewalls that might hinder the installation of wire or routing of conduits, the Vendor must obtain alternate routing approvals from the City of Memphis before continuing with wire and conduit installation.
- E. The City of Memphis reserves the right to reject any particular style of below- ceiling conduits, conduit box, wire molding or other attachment that is aesthetically non conducive to this facility.
- F. It is the responsibility of the Vendor to patch and paint to match existing paint finish for any penetrations holes made in the walls, ceiling, floors, during the process of its installation.

Instructions

- A. All components shall be installed according to manufacturer's specifications.
- B. All equipment devices shall be placed at the locations designated on the drawings and or by owner during pre-bid walk thru.
- C. All above ceiling cabling shall be Plenum-rated if required.
- D. Equipment device locations shall be marked, prior to installation (with a simple removable marker, such as a piece of tape), for approval by the Management Staff of the Community Centers.

Warranty

- A. The system bid shall include a minimum 1-year (12 months) warranty on installation and installed equipment at the completion of installation. The Vendor shall submit to the owner a copy of the manufacturers warranty for all system components.

Maintenance

- A. Vendor must provide a quote for optional maintenance on an annual basis (1st year, 2nd year, 3rd year, 4th year and 5th year). Maintenance and support option based on an 8X5 schedule.

Training

- A. The Vendor must include on-site user training for the system installed. During and after the implementation the Vendor will work with the stakeholders and management of Community Centers to transition knowledge necessary to maintain and manage the new system(s). Once the Vendor completes the implementation the City expects to receive twenty-three (23) bound copies of the system(s) documentation which will be left at each Community Center.
- B. The Vendor must schedule on-site user training during normal business hours Monday through Friday. Training and technical support shall not exceed Eighty (80) hours.

Knowledge Transfer

- A. At the completion of installation, the Vendor shall provide the City with the following:
- B. All manufacturer warranties to all components installed.
- C. All manufacturer instruction manuals.
- D. Clear instructions on how to place a service call, and how to renew a service agreement if requested.
- E. A complete service phone list to contact the Vendor, including physical address, mailing address, fax numbers, Service Department phone numbers and contact names, Installation Manager name and phone number, Sales Representative name and phone number, and Administration phone number and contact names.
- F. A complete set of as-build drawings showing exact locations of installed components and cabling.

Schedule of Activities

Activity	Date
Distribution of RFQ	March 15, 2010
Mandatory Vendors Conference	March 18, 2010
Deadline for Questions	March 19, 2010
Answered Questions Posted	March 22, 2010
Proposal Due (Mandatory) by 2:00 CST	March 26, 2010

Questions

All questions pertaining to the Request for Quote (RFQ) should be e-mailed to requests@memphistn.gov Response to inquiries will be posted on the City of Memphis Website at www.memphistn.gov.

Qualifications

- A. The Vendor must have a local (Memphis & Shelby County) service center, approved by the manufacturers, for the service and repair of components installed in this system; and be willing to demonstrate that it has the manpower to service all installed systems. The service and repair center must be open during normal business hours and available for examination by a site-visit from representatives of the City of Memphis
- B. To be considered for this project, the Vendor must have experience in providing similar support and services for a minimum of five (5) years, and be able to demonstrate each of the qualifications specified herein if requested by the City of Memphis. They must have a proven record of successfully installing professional video surveillance systems. Vendor must provide three (3) active references where the products specified herein have been successfully installed if requested.
- C. The Vendor must employ and utilize professional factory certified technicians who are employees, and not subcontractors, to install, program, and service system components.
- D. The Vendor must be able to demonstrate stability in the security industry by indicating the number of years in business in Shelby County.
- E. All documentation specified above shall be submitted if requested by City of Memphis. Vendor claims to be in complete compliance with all of the qualifications listed above.
- F. Vendor must also be in compliance with all City of Memphis, Shelby County and Tennessee business licensing, bond and insurance requirements. Vendor must provide a current copy of its business license.
- G. Emergency service calls (major system failure or locking control failure) must be answered within a 2 hour period and Vendor commits to having a certified technician on-site within 4 hours. In non-emergency situations, Vendor commits to having a certified technician on-site in less than 24 hours seven days a week.
- H. A certified technician is a full-time employee, certified by the component manufacturers of the installed security system.
- I. The Vendor must have all required local and state licenses with permits to install and service this system.

Insurance Requirements

Vendor will be required to enter into a contract with ACS on Behalf of the City of Memphis and must be able to meet the following insurance requirement:

1. **Indemnification:** Vendor shall indemnify, defend, and hold harmless ACS and the City, its respective agents, officers, employees and elected and appointed officials from and against any and all losses, claims, suits, actions, and costs of any kind, including all reasonable costs of investigation or defense (including attorneys' fees), that arise or are alleged to have arisen out of, or in connection with, the (i) negligent or intentional acts or omissions of Vendor or Vendor personnel, or (ii) breach by Vendor of any term of this Agreement. In addition, Vendor shall indemnify, hold harmless and defend ACS and the City from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorney's fees, for or by reason of any actual or alleged infringement of any United State's patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the operation and utilization of Vendor's work under this Agreement.
2. **Insurance:** Vendor shall provide and maintain at its own expense during the term of this Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to ACS's Risk Manager, and evidence of such programs satisfactory to ACS shall be delivered to ACS, on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that ACS is to be given written notice at least thirty (30) days in advance of any material change or termination of any program of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by ACS, and shall name ACS as additional insured on the Commercial General Liability Policy, Business Automobile liability, excess umbrella liability. Vendor shall include ACS as loss payees on the property and commercial crime insurance policies.

All such insurance shall be issued by a Vendor that is licensed to do business in the State where the work is being performed and has a rating equal to or exceeding A- from A.M. Best.

The following coverages are the minimum amounts required:

- i. **Commercial General Liability Insurance:** including Premises & Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. This coverage will also include a waiver of subrogation clause in favor of ACS. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Agreement.
 - ii. **Business Automobile Liability Insurance:** endorsed for all owned, non-owned, borrowed, leased, and hired vehicles with a combined single limit of at least One Million Dollars (\$1,000,000) each accident. If Vendor's employees use personal vehicles in the performance of work under this subcontract, the State Financial Responsibility Law must be complied with by the employee, and an "Employees as Insured" endorsement shall be required to Vendor's Business Auto Policy. This coverage will also include a waiver of subrogation clause in favor of ACS.
 - iii. **Worker's Compensation:** Vendor shall maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State of Tennessee, including employer's liability with a Five Hundred Thousand Dollar (\$500,000) limit, covering all persons performing work on behalf of Vendor and all risks to such persons under this Agreement.
 - iv. **Property Insurance:** against all risks of physical loss or damage to property in Vendor's care, custody, or control and covering not less than the full replacement cost of any property at risk due to this Agreement.
 - v. **Professional Liability:** that will cover all acts, errors, or omissions by the Vendor in the amount of One Million Dollars (\$1,000,000) per claim with an annual aggregate of at least Two Million Dollars (\$2,000,000) inclusive of legal defense costs.
 - vi. **Excess Umbrella Liability Insurance:** in the amount of Five Million Dollars (\$5,000,000) per occurrence. ACS shall be included as additional insured.
 - vii. **Commercial Crime:** Vendor shall maintain a fidelity bond/commercial crime insurance policy, in the amount of not less than Five Million Dollars (\$5,000,000), to insure against loss of money, securities, or other property referred to hereunder which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, and burglary and robbery. Such insurance shall be primary and name the ACS as loss payee as their interests may appear.
3. **Failure to Procure Insurance:** Failure on the part of Vendor to procure or maintain the required insurance shall constitute a material breach and default of this Agreement upon which ACS may terminate or suspend this Agreement. If coverage is canceled, terminates, or lapses and is not replaced with similar coverage, ACS has the right to go out and purchase insurance. The Vendor will be responsible for all costs and deductibles associated with the purchased insurance.
 4. **Claims Procedure:** The Vendor agrees to notify ACS immediately of any claim that may involve ACS. Notification should be sent to the ACS Project Director.

General Information

References

Vendor must provide three references. Please provide Vendor name, location, client contact, telephone number, and e-mail address for the references and dates that the work was performed.

Cost

Vendor must submit cost for the requested item(s) to be provided. It should be noted that the City's goal is to provide the best service possible with the best and lowest price.

Bid & Submittals

It is the responsibility of the Vendor submitting the bid to be completely familiar with this system design and specification and provide a complete functional security system upon completion.

The Bid must be for the intended system design as described herein and there can be “no substitutions” to the equipment listed herein.

The Vendor(s) shall list and describe all associated costs necessary to fully implement the described system.

Cost submitted should be the Vendors best and final offer. It is the responsibility of the Vendor(s) to take into consideration all current building conditions. Under no circumstances may the final price of the project exceed the Bid amount submitted.

Response Format /Content

Bids should be submitted to requests@memphistn.gov or at the location specified on the front of this document at “Response Accepted At.” If e-mailing, please place in the subject line of the e-mail: Community Center and Senior Citizen Centers Surveillance Project, Quote #.

Content – as a minimum, response should contain the following:

- 1) Cover Letter – Including: The Vendor Name, RFQ Title, Quote # and Date of Submission
- 2) Cost Sheet
- 3) Response to the Insurance Requirement
- 4) Any additional information Vendor considers pertinent to this RFQ

Response Closing Date

Responses to this RFQ must be received by ACS no later than 2:00 PM CENTRAL TIME on Friday, March 26, 2010.

Protests

Any protest of award must be filed in writing with the Purchasing Agent within five (5) calendar days of the award announcement at the following address: City of Memphis Purchasing Agent: 125 North Main, Room 354, Memphis, Tennessee 38103.

Right to Reject

Notwithstanding any other provisions of this RFQ, the City reserves the right to reject any or all proposals, to waive any informality in proposals and to negotiate changes in the scope of services to be provided.

M/WBE (Minority/Women Business Enterprise) Program

The City has a Minority/Women Business Enterprise Program that is designed to increase the participation of minority and women-owned businesses in the City’s purchasing activities. While this is not a requirement, it is a plus. More information is available on the City’s M/WBE program at www.memphistn.gov , “Doing Business”.

Living Wage Ordinance

In accordance with Ordinance No. 5185, Amendment No. 5257, commonly referenced as the Living Wage Ordinance, any contractor or subcontractor holding a service agreement with the City of Memphis must pay a living wage to each of its employees in the amount of \$10.27 per hour with health benefits for employees and their dependents or \$12.32 per hour without health benefits. Proof of such compensation must be evidenced by payroll reports which shall include information required by City (Please see Exhibit B).

Sole Contact

ACS / City will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including the performance of warranty services and the payment of any and all charges resulting from contract obligations. Upon contract award, the selected Vendor will be directly responsible for all of its personnel and the selected Vendor will designate an account manager who will serve as the point of contact for the ACS / City for billing, additions, moves, deletions, training, repairs, or any other requests of inquiries.

EXHIBIT A

Location of Community Centers and Senior Citizen Centers

Community Center	Address	Phone	Contact
Ed Rice	2907 N. Watkins, 38127	357-6919	Osie Lewis - Director
Douglass	1616 Ash, 38108	327-6131	Terry Fluker - Director
Lester	317 Tillman, 38112	324-2639	Walter Casey - Director
Riverview	1891 Kansas, 38109	774-3041	Delores Sloan - Director
CP- Westwood	810 Western Park, 38109	785-5975	Torik Ford - Director
Whitehaven	4318 Graceland, 38116	332-0783	Eugene Harris I- Director
Raleigh	3678 Powers, 38128	372-2085	Michael Walker - Director
Kate Sexton	1235 Brown, 38107	576-7070	Rosie Williams - Director
Bickford	233 Henry, 38108	527-8752	George Reaves - Director
Gaston	1048 S. Third, 38106	774-4156	Ivory Boykins – Director
Pine Hill	973 Alice, 38106	774-7950	Rory Campbell – Director
Mitchell	602 West Mitchell, 38109	789-2927	Carolyn Neal – Director
Glenview	1141 S. Barksdale, 38114	576-6080	Linda Bates – Director
Gaisman	4221 Macon, 38122	682-6161	Jerome Potts – Director
Davis	3371 Spottswood, 38111	323-8015	Traci Sandidge Director
Orange Mound	2572 Park, 38111	576-6878	Kristine Strickland - Asst. Dir.
Marion Hale	4791 Willow, 38117	685-8120	Pamela Taylor – Director
Hickory Hill	3910 Ridgeway Rd., 38115	566-9685	Margaret Fluckers – Director
Bert Ferguson	8505 Trinity Rd., Cordova, 38018	309-1761	Eumecca Long – Director

EXHIBIT B
LIVING WAGE ORDINANCE

The City of Memphis' Living Wage Ordinance is hereby incorporated in this Agreement by reference. Subcontractor shall comply with all applicable provisions of said ordinance when performing services under this Agreement.

ORDINANCE NO: 5257

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE XI, CODE OF ORDINANCES, CITY OF MEMPHIS, SO AS TO ADD AN ANNUAL ADJUSTMENT TO THE LIVING WAGE

WHEREAS, the Memphis City Council along with the Administration recognizes that the living wage should be adjusted annually in accordance with the Poverty Level Index.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, That Chapter 2, Article XI, Code of Ordinances, City of Memphis be amended as follows:

Sec. 2-416. Annual adjustment of living wage.

- (a) The living wage rate shall be modified July 1, 2008 to incorporate the update, if any, made to the federal poverty level income for a household size of four (4) by the Secretary of the Department of Health and Human Services.
- (b) The living wage rate for employees of service contractors shall be modified in accordance with the date the RFP is issued, and such RFP will contain the actual rate (in dollars per hour, with and without benefits) which applies for that RFP.
- (c) In the case of contract renewals, the living wage rate applicable as of the date of the renewal shall be the effective living wage rate.
- (d) The Director of the Division of Finance shall report to the Memphis City Council no later than the first meeting in April 2009 the impact, if any, to the City's FY 2009 O&M budget.

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.

BILL MORRISON

JANIS FULLILOVE
MYRON LOWERY
Council Members

SCOTT MCCORMICK
Chairman of the Council

Attest:

Patrice Thomas, Comptroller.

THE FOREGOING ORDINANCE
5257 PASSED
1st Reading 3-18-08
2nd Reading 4-1-08
3rd Reading 4-15-08

Approved: *Scott McCormick*
Chairman of Council

Date Signed: 05-06-2008

Approved: *[Signature]*
Mayor, City of Memphis

Date Signed: 5/14/08

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

Valerie C. Snipes
Comptroller

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 Fogleman 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 of 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.

THE FOREGOING ORDINANCE

5185 **PASSED**
 1st Reading 10-03-2006
 2nd Reading 11-01-2006
 3rd Reading 11-21-2006

Approved *Tajuan Mitchell*
Chairman of Council

Date Signed: 12-15-06

Approved: *[Signature]*
Mayor, City of Memphis

Date Signed: 12-11-06

I hereby certify that the foregoing is a true copy, and said document was adopted by the Council of the City of Memphis as above indicated and approved by the Mayor.

[Signature]
Comptroller