

LEGAL NOTICE TO BIDDERS

**Memphis Management Group, LLC (MMG) on behalf of the
Memphis & Shelby County Convention Center Commission**

Hereby issues a Request for Proposal for JANITORIAL SERVICES/EVENT CLEANING STAFFING for the **Renasant Convention Center and the Cannon Center for the Performing Arts (RCC)**

Bids may be obtained at the office of the Renasant Convention Center, 3rd Floor Southwest, 255 North Main Street, Memphis, Tennessee 38103 between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday offices will be closed Bids may also be obtained by sending a request in writing via email to or via fax at 901-576-1294. Bids may also be retrieved at www.memphisrcc.com – find the “Open RFPs” link in the “About Us” tab.

CRITICAL DATES:

Issue Request for Proposals:	April 10,12,16, 2024
Mandatory Pre-proposal Conference / Site Inspection:	April 30, 2024 3:00PM
Due Date for Proposals:	May 13, 2024 5:00PM
Evaluate Proposals:	May 14, 2024
Interview Proposers if required:	May 21, 2024
Announce Successful Proposer:	May 23, 2024
Notify Unsuccessful Proposer(s):	May 25, 2024
Begin Contract Work:	July 1, 2024

All times are CDT.

AWARD OF CONTRACTS WILL BE DETERMINED BY MMG AND WILL BE BASED ON THE CRITERIA OUTLINED IN THE RFP. MEMPHIS MANAGEMENT GROUP (MMG) ENCOURAGES THE PARTICIPATION OF MBE AND WBE BUSINESSES - AS DEFINED BY THE CITY OF MEMPHIS - IN THE BID PROCESS.

GENERAL INSTRUCTIONS TO BIDDERS

Bidders are required to have a minimum of five (5) years experience providing Janitorial Services in a large facility or Convention Center comparable to the RCC. The center has 750,000 square feet of cleanable area.

Unsigned bids will be considered nonconforming. Bids containing terms and conditions other than those contained herein, may be considered nonconforming.

BID BOND REQUIRED: A bidder’s bond or certified or cashier’s check on a solvent bank payable to Memphis Management Group, LLC in the amount of 5% of the bid must accompany the proposal. Said instrument to remain in effect until (and will be returned only after) the contract has been fully executed and secured. Questions regarding the Bid Bond should be directed in writing via email to Chuck Jabbour at cjabbour@memphisrcc.com.

All bonds shall be issued by a surety company licensed to do business in the State of Tennessee.

MEMPHIS MANAGEMENT GROUP

**Renasant Convention Center &
Cannon Center for the Performing Arts**

REQUEST FOR PROPOSALS

To provide JANITORIAL SERVICES/EVENT CLEANING STAFF

Project Title: RCC Janitorial/Event Cleaning Staff Services RFP
Proposal Due Date: May 13, 2024 @ 5:00 P.M. Central Daylight Time
Expected Time Period for Contract: 3 Years
Proposer Eligibility: Submission of proposals is open to those vendors/contractors who satisfy the minimum qualifications stated herein.

RFP Contents

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I. INTRODUCTION

The Memphis Management Group with offices in Memphis, Tennessee, hereafter referred to as “MMG”, is initiating this Request for Proposal (RFP) to solicit proposals from qualified companies, firms or individuals interested in providing services to assist MMG, and more specifically the Renasant Convention Center & Cannon Center for the Performing Arts (RCC). MMG is seeking assistance with Janitorial Services for the RCC.

MMG is the management group which provides overall management services under contract to the Memphis and Shelby County Convention Center Commission (The Owner). The RCC is a convention and performing arts facility owned by the City of Memphis and Shelby County, Tennessee. MMG intends to contract with the successful proposer to provide the services set forth herein.

A. Background

This Renasant Convention Center was renovated and is the region’s premier convention and exhibition venue. The Center experienced a \$200 million expansion in 2020. An estimated 350 event days will be held from July 1st, 2024 through June 30th, 2025. Attached to the center is the 2,100 seat Cannon Center for the Performing Arts which opened in 2003. This venue will host around 100 events days during the same time period. More than 400,000 guests are expected to visit the RCC and Cannon Center.

Please go to www.memphisrcc.com for further information.

The goals of MMG in offering an agreement for these services is to provide “best-in-class” Janitorial services that compliment the MMG operational and event staff at the RCC.

B. Scope and Objectives

It will be the sole responsibility of the Contractor to furnish the necessary labor, proper supervision, communication devices and cleaning equipment. The RCC will be responsible for providing paper products and supplies including trash can liners, sanitary can liners and cleaning chemicals required to perform the requirements stated herein. Phone and internet services will be the responsibility of the Contractor.

The Contractor will be responsible for the everyday cleaning caused by the normal operations of the facility and special cleaning required for events that are held in the facility. The RCC will determine the hours for special cleaning.

(A) Every Day Cleaning Requirements

The RCC requires that the Contractor staff SIX (6) full-time employees and ONE (1) full-time, salaried working supervisor (The Core Group) Monday through Friday that may also serve as event staffing cleaners for minor events. Additional event staff may be required to complete the required event tasks during the events. Certain tasks must be completed in time for the RCC doors to be open for business the next day.

The RCC, in association with the Contractor, will determine hours for both the Core Group and Event Staff. It is expected that the Contractor will provide an experienced and qualified person to supervise each event shift and inspect all areas cleaned to ensure RCC's expectations have been met prior to their departure. The following requirements for the everyday cleaning needs include:

1. Floor Maintenance

- When and where furniture or equipment must be moved, no items are to be stacked on top of desks, tables, windowsills, credenzas, or any other furniture subject to damage from such.
- Upon completion of service, furniture, furnishing, and equipment shall be returned to original position. Baseboards, walls, stair-risers, furniture, furnishings, and equipment shall not be splashed, disfigured, or damaged during floor maintenance service.
- After sweeping and damp mopping, all floors shall be clean and free of streaks. No dirt shall be left in corners, under furniture, behind doors, or on stair landings or treads.
- Floors shall be properly prepared by thorough sweeping to remove visible dirt, debris, gum, tar, or similar substances. On completion of mopping and scrubbing, floors must be clean and free of dirt, water streaks, mop marks or string. Floors must be rinsed properly and dry mopped to overall clean appearance, with all surfaces dry, corners and cracks clean. When scrubbing is required, it must be performed by the appropriate machinery or done by hand with a brush.
- Floors must be swept thoroughly and damp mopped as required, using floor polishing machine with synthetic fiber pad and spray equipment containing the proper ratio of water and floor finish or other product recommended for this type of service. Pre-treat needed areas.

2. Floor Finishing

- Floor finishing includes cleaning and applying finish to asphalt, smooth finished concrete, rubber, vinyl, and linoleum.
- All floors shall be swept thoroughly; gum wads, tar, or other adhesive substances shall be removed.
- A concentrated liquid cleaner solution must be applied by mop and scrubbed with an electric polishing machine with scrub brush or medium grade scrubbing pad to remove all old finish or wax. Stubborn spots must be removed by hand with scouring pad dipped in solution. Corners and other areas the polishing machine cannot reach must be thoroughly cleaned by hand. Care must be exercised so baseboards, wall, and furniture are not splashed or marred. Solution must be removed with mop or water

pick-up device and floor rinsed with clean water until all traces of solution are removed. The floor must be allowed to dry after rinsing.

- A minimum of four coats of finish must be applied with sufficient drying time between coats. The last coat must be applied up to, but not touching, baseboard, and other coats to within four inches of baseboard.
- In the case of a delay or more than eight hours between stripping and the final finish, or between coats and the final finish, floor must be cleaned again to remove surface dirt and scuff marks that may have occurred in the interim.

3. Carpets and Rugs

- A sweeper cleaner must be used to clean carpet and rugs of visible debris and dirt. Where applicable, nap shall lie in one direction. Surface should appear clean of debris or dirt.
- Vacuuming must be done first in one direction and then the opposite direction. This process is to remove both soil and residue at base. Carpet or rug must have clean appearance when nap is pushed back to reveal base.
- A blend of a solvent and detergent solution must be used to effectively remove spots. A vacuum-type machine must be used to apply hot cleaning solution and immediately remove it from carpet or rug. Fibers must not be over-wetted and when solution is removed, should feel damp, but not wet. Rug or carpet fibers should have a clean, bright appearance.
- In all carpet and rug maintenance, care must be exercised to prevent damage or marring of furniture, furnishings, equipment, or trim by machinery.

4. Restroom Floor Maintenance

- Special attention must be given to floor areas around urinals and toilets to sanitize and eliminate odors, and removal of stains. When it is necessary to remove stains, floor will be scrubbed by hand utilizing a sanitizing, disinfectant cleaner. When completed, floor must have a clean appearance with no residue of cleaning material.

5. Walls and Surface Maintenance

- Dust must be removed through the use of treated dust cloths or vacuum tools. When doing high cleaning, dust should not be allowed to fall onto furniture and/or equipment below. At completion of task, there must be no dust streaks. Corners, crevices, molding, trim and ledges must be free of dust. No oil spots or smudges must be left from dusting tools or cloths. When inspected, there must be few, if any, traces of dust on any surface.

- Clean, damp cloths or sponges must be used to remove all dirt, spots, streaks, or smudges from walls, glass, or other specified surfaces using a wetting solution with an appropriate cleaning agent. Surfaces must be dried or allowed to dry, as appropriate. Metal polish must be applied and hand polished to provide a suitable luster.
- If simple damp wiping and drying obtain a polished, bright appearance, damp wiping with a suitable cloth may perform bright metal polishing. Where damp wiping does not achieve bright and polished appearance, an appropriate metal polish must be applied and hand polished to a suitable luster.

6. Glass Cleaning

- Routine Cleaning: a glass cleaner must be sprayed on concentrated oil, grease, dirt, grime, and such spots be removed by hand scrubbing. Entire surface then must be sprayed with cleaner and wiped or squeegee dried to a uniform clean appearance.
- Washing: a solution of water and a cleaning agent must be used to thoroughly clean windows. After each washing, all glass must be free of dirt, grime, streaks, excessive moisture, and not be cloudy. Glassware moved for cleaning must be returned to original position. Sashes, sills, woodwork and other surroundings must be wiped free of dust, drippings and watermarks.

7. Porcelain Ware Cleaning

- Routine Fixture Cleaning: drinking fountains, washbasins, urinals, toilets, and other such fixtures made of porcelain or stainless steel must be damp wiped and an appropriate cleaning agent used when needed and polished dry to a clean, bright appearance. No excess moisture must remain on fixture.
- Thorough Fixture Cleaning: an appropriate cleaning agent must be used on all fixtures to remove all dust, spots, stains, rust, mold, and encrustation. After this process, fixtures must be damp wiped, dried to remove excess moisture, and left clean and bright.
- No spots, drippings, watermarks, cleaning solution marks, or residues are to be left on walls or floors adjacent to fixtures following cleaning.

8. Policing

- Trash Pickup: all trash, including empty bottles and paper debris, must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.

- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Thorough Waste Basket Maintenance: basket shall be emptied as required above, and then damp wiped and dried to a clean finish. New liner must be placed in basket after thorough cleaning. No liner should be visible on the exterior of the receptacle. Unless otherwise instructed by RCC staff all trash receptacles must remain in their designated "house position".

9. High Cleaning

- Wall Maintenance: high cleaning of walls involves cleaning of area above 84" from the floor. Type of cleaning required must be appropriate to thorough cleaning of type of wall surface and condition of walls in high area.
- Following high cleaning, walls, trim and wall mounted fixtures must be free of dust, grime, smudges and spots. Where dusting is involved, dust must not be allowed to fall from high areas onto surfaces below. Personnel performing high cleaning must observe all applicable safety rules and regulations.
- Routine Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted to remove accumulated dust and grime.
- Thorough Light Fixture and Vent Cleaning: ceiling mounted light fixtures and heating, ventilation and air conditioning diffusers and vents must be dusted and then damp wiped. All dirt, spots, streaks, smudges, oil, and residues must be removed. Upon completion, fixture or vent must have clean appearance.
- Routine Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted and accumulated dirt and grime removed.
- Thorough Office Partitions and Screen Cleaning: upper edges of all office partitions and screens used for "open office" type arrangements must be dusted, damp wiped with an appropriate cleaning agent and dried.

(B) Scheduled Frequencies – Daily Typical Requirements

General Instructions: unless otherwise specified by RCC, all services listed under Daily Requirements must be performed in applicable areas, except where service of a less frequent nature that provides a more thorough cleaning to be performed.

- Restrooms: sweep and wet mop floor with a disinfectant type cleaner. Damp wipe all commodes, urinals, washbasins, waste receptacles, dispensers, wall surfaces and chromed pipes with a disinfectant type cleaner. Perform routine cleaning of all glass and mirrors. Empty, clean, and disinfect sanitary napkin receptacles, replace soiled bags with new ones, collect soiled bags in separate containers for disposal with flammable trash. Contractor to replenish stock, bags, etc.
- Office Area Cleaning: THREE TIMES PER WEEK (i.e., offices, conference rooms, kitchens and adjacent internal corridors) empty wastebaskets and remove trash and recyclables to designated disposal area. Clean washbasins and mirrors, where applicable. Perform dusting and damp wiping, as indicated, for wall and surfaces maintenance, including dusting of horizontal surfaces. Perform routine vacuuming of carpets and rugs, sweeping. Perform routine cleaning of glass walls or internal windows in high traffic areas. This should be scheduled be staff arrives at 8:30 or after 5:00
- Escalators: wipe and clean glass and stainless components. Examine escalators daily to remove trash, paper dust and debris from the escalators.
- Elevator: wipe stainless surfaces clean and mop floor. Examine floor tray for debris and remove
- Corridors, staircases and stairwells: police area. Wet mop and scrub hard floors, damp mop and spray buff resilient floors.
- Building Perimeter and parking garage: sweep entrances, landings, steps, and adjacent sidewalk area. When applicable, perform routine cleaning of exterior side of entrance door glass and glass area surrounding entrance. Empty all trash receptacles.

(C) Scheduled Frequencies – Weekly Typical Requirements

General Instructions: department must approve the schedule for performance of once per week tasks. Unless department otherwise specifies, all tasks required under Daily Requirements must be performed, except where the nature of such daily task is replaced under this weekly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restrooms: perform high cleaning on all walls and surfaces with a disinfectant type cleaner.
- Parking P1: Scrub with M30 and any other equipment necessary to remove dirt and oils,

(D) Scheduled Frequencies – Monthly Typical Requirements

General Instructions: department must approve the schedule for performance of once per month tasks. Unless department otherwise specifies, all tasks required under Daily or Weekly Requirements must be performed, except where the nature of such daily or weekly task is replaced under this monthly schedule or a less frequent schedule by a more thorough cleaning task for the same purpose.

- Restrooms: perform thorough fixture cleaning as described in the Minimum Cleaning Quality Requirement for Porcelain Ware.
- Office Areas: Perform periodic spray buffing on all resilient floors. Perform routine light fixture and vent cleaning. Perform routine office partition and screen cleaning. Spot clean all carpet and rug areas. Bonnet clean all spots.
- Corridors: perform high cleaning on walls. Perform glass washing on full glass areas of entrance doors, glass surrounding entrance doors, and glass areas leading off corridors.
- Parking P2& P3: Scrub with M30 and any other equipment necessary to remove dirt and oils,

(E) Scheduled Frequencies – Quarterly Typical Requirements

General Instructions: Department must approve the schedule for performance on quarterly tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, or monthly requirements must be performed, except where the nature of such daily, weekly, or monthly tasks are replaced under this quarterly schedule or a less frequent schedule by more thorough cleaning tasks for the same purpose.

- Restrooms: damp wipe entire surface area of stall partitions, doorframes, and sills with a disinfectant type cleaner. Wash all waste receptacles with disinfectant.
- Corridors: sweep, strip, and finish resilient floors in high traffic areas. Perform bright metal polishing on metal door thresholds.
- Perform thorough carpet cleaning in exhibit halls and ballrooms

(F) Scheduled Frequencies – Semi-Annual Typical Requirements

General Instructions: Department must approve the schedule for performance of semi-annual tasks. Unless Department otherwise specifies, all tasks required under daily, weekly, monthly,

or quarterly requirements must be performed, except the nature of such daily, weekly, monthly, or quarterly tasks replaced under this semi-annual schedule by a more thorough cleaning task for the same purpose.

- Contractor shall recommend certain area that need to be addressed for approval

(G) Miscellaneous Requirements

- Some areas will require twice a day cleaning. Such areas are to be mutually agreed upon by Contractor and RCC.
- Appropriate finishing must be performed on all floors during the first sixty days of contract commencement, and on a schedule approved by department.
- In instances where restrooms are cleaned during hours in which building occupants are present, male restrooms must be cleaned by males and female restrooms cleaned by females unless systems in place deem this unnecessary.
- The Contractor's personnel shall report to the RCC, through Contractor's representative, any hazardous conditions or items in need of repair observed during work. The Contractor's personnel shall turn off lights when not use, unless otherwise instructed.
- The Contractor's personnel will lock all rooms after cleaning and return keys to Contractor's representative, unless otherwise instructed. The Contractor's personnel shall turn in to Security, through Contractor's representative, any articles found in the building. Contractor's personnel shall report to Security, through Contractor's representative, any suspicious circumstances observed during performance of work, which appears to threaten the security of the building.
- The Contractor's personnel shall report to Security, through Contractor's representative, immediately upon the discovery of the loss of any keys to building areas.

(H) Monitoring

- The Department shall furnish the contractor floor plans of the facility with a designation of areas to be cleaned.
- The Contractor may be required to review various monitoring reports with Security, or others assigned to perform monitoring for Security in order to resolve cleaning problems in the facility.

(I) Event Cleaning Requirements

The RCC requires that the Contractor furnish appropriate staff to perform the cleaning needs before, during and after the hours an event or events are being held at the RCC.

The Contractor will be required to furnish adequate staff for the cleaning of the facility during event hours. RCC management, prior to an event, will approve all staffing amounts and schedules.

The minimum requirements for cleaning the facility during an event include, but are not limited to, the following:

- Light cleaning of all public restrooms to include maintaining clean mirrors and countertops, maintaining clean urinals and commodes, sweep floors, mop if needed, maintaining stocked paper towel dispensers, soap dispensers, toilet paper dispensers and sanitary dispensers.
- Trash Pickup: all trash, including empty bottles and paper debris must be picked up and placed in an appropriate container for conveyance for deposit in the proper trash receptacle or recycling container.
- Spillage Removal: beverage spills; cigarette and cigar butts, mud, tar or water tracks and similar stains or spillage on floor must be removed by the most appropriate method. Floor condition must be returned to match area-surrounding spill.
- Routine Waste Basket Maintenance: contents of waste bucket must be emptied into appropriate large receptacle containing a lining of sufficient quality and strength to prevent leaking of liquids onto floor surfaces. Basket liner must be inspected, and if spoiled by deposit of any substance other than paper in basket or if torn, it must be discarded also and a new liner placed in basket.
- Mop up spills as needed.

Staffing and Training

1. All janitorial services personnel must thoroughly trained in all aspects of industrial cleaning and adhere to the strict uniform and appearance guidelines set forth by the RCC.
2. Janitorial services personnel assigned to the RCC must be able to read, understand and follow the specific orders and event information for the RCC. They must be able to communicate effectively both orally and in writing.
3. Janitorial services personnel must remain alert and pay attention to their surroundings. In addition to their normal responsibilities they should report safety hazards or conditions requiring repairs to RCC management.
4. All janitorial services personnel must meet the following requirements:
 - a. 21 years of age or older;
 - b. High school graduate or must have obtained a Graduate Equivalency Diploma;
 - c. Able to speak, understand, read and write the English and or Spanish language sufficiently to complete reports stating facts in a clear and concise manner;
 - d. Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted per State licensing requirements;
 - e. Not have been convicted in any jurisdiction of a Class A misdemeanor during the last five (5) years;
 - f. Not have any pending, unresolved, or un-adjudicated felony or Class A misdemeanor charges or indictments in this or any other jurisdiction. Not be on probation or parole for any felony or Class A misdemeanor;
 - g. Not be required to register in this or any other state as a sex offender;
 - h. Have no outstanding warrants;
 - i. Not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease without having been restored;
 - j. Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence. Prior to employment, all janitorial services personnel hired shall be drug tested when necessary at Contractor's expense. Subsequent drug testing, whether at random or for reasonable suspicion, shall also be conducted at Contractor's expense.
 - k. Not have been discharged from the armed services of the United States under other than honorable conditions;
 - l. Must be able to physically perform the specific requirements of the position to which they are assigned;
 - m. Trained to perform duties in a complex the size of the RCC;
 - n. Maintain a neat and well groomed appearance at all times in accordance with Contractor's uniform and grooming policy, which is subject to Director's approval;

II. FUNDING

Funding for the services set out in this Request for Proposal shall be provided by funding from The Owner and revenue generated from the operations of the RCC.

III. INSTRUCTIONS TO PROPOSERS

A. Definitions for the purposes of this RFP:

Proposer – Person, firm or company submitting a proposal in order to attain a contract with MMG.

Contractor – Person or company whose proposal has been accepted by the MMG to provide the services outlined in this Request for Proposal document and who will be offered a formal written contract.

Request for Proposal (RFP) – Formal procurement where a service or need is planned but no specific service or method has been chosen. The purpose of an RFP is to permit the service provider community to suggest various approaches to meet the need as set out in this document.

The Proposer is specifically notified that failure to comply with any part of the Request for Proposal may result in rejection of the proposal as non-responsive.

B. Proposal shall be prepared in three (3) parts as follows:

- 1. Industry Technical Proposal.** The technical proposal must contain all work requirements necessary to accomplish the tasks as defined in the RFP. It will outline the proposed approach, methodology, work plan, and schedules necessary to accomplish the tasks and to produce the deliverables.
- 2. Management Proposal.** The management proposal must contain information regarding the firm staff qualification, related experience, and references as requested in this RFP.
- 3. Financial Proposal.** The financial proposal must contain information regarding proposed rates for equipment and services as well as total dollar investment in equipment the Proposer plans to have on-site at the RCC. Proposer may provide other incentives to MMG to consider their proposal.

A complete signed financial statement of the Proposer's last two fiscal years must be included for the evaluation committee's review. MMG may request additional information, data, or presentations in support of written proposals.

C. Submission of Proposals

Three (3) copies of the proposal are required as well as one (1) “electronic” copy submitted on a submitted on a jump drive. The proposal, whether mailed or hand delivered, must arrive at the Administrative Offices of the RCC at the address shown below no later than 5:00 P.M. Central Daylight Time on **May 13, 2024**.

The proposal shall be addressed in the following manner:

**Memphis Management Group
C/O Renasant Convention Center
& Cannon Center for the Performing Arts
255 North Main Street
Memphis, Tennessee 38103
Attn: Ken Latham, Director of Operations
Janitorial Services RFP**

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator.

Late proposals will not be accepted and will be automatically disqualified from consideration.

All proposals and any accompanying documentation become the property of MMG and will not be returned.

D. RFP Coordinator

The RFP Coordinator is the sole point of contact for this Request for Proposal process. **Any communication or contact with any other officer, director, agent, board member, subcontractor or employee of MMG, or the Memphis Convention & Visitors Bureau, that pertains directly or indirectly to this RFP, could automatically disqualify proposer from consideration.** All communications between the Proposers and MMG upon receipt of this RFP shall be ***in writing only*** with the RFP Coordinator as follows:

Name:	Ken Latham
Address:	255 North Main Street
City/State/Zip:	Memphis, Tennessee 38103
Email:	klatham@memphisrcc.com
Fax:	901-576-1232

E. Mandatory Pre-proposal Conference / Site Inspection

A mandatory Pre-proposal Conference & Site Inspection will be held April 30, 2024 at 3:00 PM CDT, gather at the Welcome Center Desk at Main and Exchange. All prospective proposers must attend. Proposers are limited to no more than three (3) representatives. A copy of questions and answers from the pre-proposal conference will be sent to each prospective proposer who attends the pre-proposal conference and signs in on the attendance sheet.

F. Proposed Format

All proposals must be on eight and one-half by eleven (8-1/2 X 11) inch paper, typed, double-spaced, and placed in binders with tabs separating major sections. The major sections shall include the technical specifications (work plan), the management specifications and the cost section.

G. Proposal Presentation

Proposals must be signed and dated by the President or Chief Executive Officer of the corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

H. Proposal Evaluation

Proposals will be reviewed and evaluated by an evaluation committee consisting of representatives from MMG and/or other sources if considered appropriate by MMG.

Written submittals and oral presentations, if necessary, will be utilized in selecting the successful proposal. If there are more than five responses to this RFP, MMG may elect to select three firms as finalists for further consideration and final determination of contract award.

I. MMG reserves the right at its sole discretion to reject proposals

The final selection, if any, will be that proposal which, in the opinion of MMG after review of all submissions by the evaluation committee, best meets the requirements set forth in the RFP and is in the best interest of MMG.

J. The following weights will be assigned to the proposal for evaluation purposes:

Industry Technology	25 percent
Management-	40 percent
Financial-	20 percent
MBE / WBE Participation	15 percent

The proposals will be evaluated strictly in accordance with the requirements set forth in this RFP

K. Additional Evaluation Criteria

When evaluation of the proposals produces numerical ratings that are substantially equivalent, i.e., scores separated by 2% or less of the total available points, MMG reserves the right to award the contract to the Proposer whose proposal is deemed to be in MMG's best interest.

L. RFP Revisions

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all persons/firms who receive the RFP. If any prospective Proposer has reason to doubt whether MMG is aware of the Proposer's interest, it is incumbent on the Proposer to notify the RFP Coordinator to be sure that addenda are received. Such notice should be sent to the RFP Coordinator identified in Paragraph D.

M. Non-Responsive Proposals

Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for any possible contract awarded as a result of this RFP. Proposals providing less than 60 days for acceptance by MMG from the date set for opening of proposals will be considered non-responsive and will be rejected.

N. Proposal is Complete and Final

MMG reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Proposer can propose. The Proposer shall specifically stipulate that the proposal is predicated upon the acceptance of all the terms and conditions contained in the Request for Proposal.

Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiation may provide for the incorporation of the Proposer's proposal. This RFP does not obligate MMG to contract for services specified herein.

O. Period of Performance

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about May 1, 2024 and the contract will be in force through June 30, 2027.

P. Proposals Based on RFP Material

Proposals shall be based on the material contained in the RFP. The Proposer is instructed to disregard any previous draft material it may have received and/or any oral representations.

Q. Notification

Firms whose proposals have not been selected for further negotiation or award will be notified in writing at the address given in the proposal after the award is made.

R. MMG not Liable For Costs

MMG will not be liable for any costs incurred by the Proposer associated with the preparation of a proposal submitted in response to this RFP.

S. Proposer Minimum Qualifications

The Proposer must have five (5) years experience in the field of Janitorial at a facility or Convention Center comparable to the RCC. The proposer must have the capacity to meet the requirements set out in this Request for Proposal.

Proposers who do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

T. Anticipated Schedule of Activities

Issue Request for Proposals:	April 10, 12, 16, 2024
Mandatory Pre-proposal Conference / Site Inspection:	April 30, 2024 3:00PM
Due Date for Proposals:	May 13, 2024 5:00PM
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IV. TECHNICAL SPECIFICATIONS

Proposal must contain a comprehensive work plan describing in sufficient detail the Proposer’s planned approach to the work defined in the “Scope of Work” in this RFP.

The plan must be in sufficient detail to convey to members of the evaluation team, the Proposer’s knowledge of the subjects and skills necessary to fulfill the requirements of this RFP.

The technical proposal shall include but not be limited to:

A. Project Manager

Contractor shall provide at a minimum one project manager who will give priority to the development and implementation of this project. The project manager shall be highly qualified from the standpoint of technical abilities, experience, and managerial capabilities. The project manager will be available to meet with or discuss by phone all required issues with MMG representatives. The project manager or other trained personnel shall be capable of accomplishing all of the scope of work as described. Compensation for the project manager and any other personnel provided by the Contractor will be the sole responsibility of the Contractor. MMG reserves the right to interview and or acceptable any candidate.

B. Operational Requirements

The services to be provided and the work to be performed by the Contractor in accordance with the terms and conditions of this RFP shall include but not be limited to the services outlined in the Scope of Work.

C. Technical Creativity

Proposer may present any creative approaches that might be appropriate. The Proposer may also provide supporting documentation that would be pertinent to this RFP.

V. MANAGEMENT SPECIFICATIONS

Provide all information requested below in response to the management requirements of this RFP.

A. Identifying Information

1. Name, address, principal place of business, and telephone number of legal entity with whom contract is to be written.
2. Name, address, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Proposer and year entity was established.
4. Federal employee ID number.
5. Name of the proposed Project Manager.
6. Location of the facility from which Proposer would operate.

B. Contract Management

1. Provide proposed examples and breakdowns of all janitorial routines, showing how these meet the requirements set forth in the scope of work.
2. Provide a description of the proposed project staffing/organization to be used during the course of the contract, including any subcontractors. Explain the Proposer's hiring process, including any screening, and testing of applicants. Also explain proposer's training process.
3. Identify staff by position who will be assigned to the potential contract indicating the responsibilities and qualifications of such personnel and the amount of time each will be assigned to the project. Provide resumes for all KEY staff to be assigned.

The Proposer must commit that the staff identified in its proposal will actually be assigned to this project. Any substitution must have prior approval of MMG.

4. An organizational chart of Proposer's firm is required indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.
5. At its sole expense, Contractor shall conduct national and local background checks on all temporary and permanent employees, including subcontractor employees, before they are assigned to work at the RCC. Background checks shall include a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education.

6. Each Proposer shall disclose who within the firm will have prime responsibility and have final authority for the work.

C. Experience of the Proposer

1. Indicate the experience the Proposer has had providing the type of services outlined in the Scope of Work.
2. List contracts the Proposer may have had during the last five (5) years that relate to the Proposer's ability to perform the services called for under this RFP. List contract reference numbers, contract period of performance, contact persons, and telephone numbers.
3. Indicate any other experience that indicates the qualifications of the Proposer for the performance of the potential contract.
4. Proposer must supply names, addresses and telephone numbers of three client references and briefly describe the type of service provided to those clients. The Proposer must grant permission to MMG to contact all references provided.
5. Indicate if the Proposer has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If the Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party's name, address, and phone number. MMG will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of its past experience.

D. Subcontractor's Information Requirement

In the event the Proposer intends to subcontract any of the proposed work stated in its technical proposal, the Proposer shall submit the information required in paragraphs A, B, and C, of Section V for each proposed subcontractor.

E. Minority/ Women-Owned Business Participation

Diversity and inclusion is highly important to MMG. MMG strongly encourages participation in all of its contracts by Minority-owned business enterprise or MBE and Women-owned business enterprise or WBE. The M/WBE participation plan should outline how the proposer will include Minority and Women owned businesses in the services provided as part of the contract.

According to M/WBE City Code Sec. 2-325. *Minority and women business enterprise procurement program*: Minority-owned business enterprise or MBE means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity:

1. Which is at least 51 percent owned by one or more minority persons, or, in the case of publicly-owned business, at least 51 percent of all classes of the stock of which is owned by one or more minority persons;
2. Whose management, policies, major decisions and daily business operations are independently controlled by one or more of such minority persons;
3. Which performs a commercially useful function.

According to M/WBE City Code Sec. 2-325. *Minority and women business enterprise procurement program*: Women-owned business enterprise or MBE means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity):

1. Which is at least 51 percent owned by one or more women, or, in the case of publicly-owned business, at least 51 percent of all classes of the stock of which is owned by one or more women;
2. Whose management, policies, major decisions and daily business operations are independently controlled by one or more of such women;
3. Which performs a commercially useful function.

VI. FINANCIAL SPECIFICATIONS

A. Compensation and Fees:

Monthly fee for Core Personnel:

Six (6) Fulltime staff and one (1) Project Manager \$_____ per month

Hourly rate for additional event staff as requested by RCC:

Supervisor: \$_____ per hour

Event Staff Cleaning \$_____ per hour

Investment in equipment \$_____

The proposer will pay for all approved cleaning supplies directly and will be reimbursed by RCC. An invoice with proper backup shall be provided to RCC every two weeks. Minority business are strongly encouraged to be the contractor's supplier, if available.

Overtime / Holiday Pay

Contractor must have an adequate number of employees to meet the requirements of the Agreement and shall use its best efforts to minimize the use of overtime. Although Contractor shall pay its employees overtime in accordance with applicable labor law, neither overtime work nor Holiday Pay shall be billed to the RCC unless preapproved by the RCC. If a special need for overtime is approved, the RCC will reimburse Contractor for overtime costs only for the Supervisor or Janitorial Labor, at one and a half times the hourly rate.

VII. MISCELLANEOUS PROVISIONS

A. Authority to Bind MMG

The VP/General Manager of MMG or his designee is the only individual who may legally commit MMG to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of either a fully executed contract or specific, written authorization from the VP/General Manager.

B. Certification and Assurances

The "Certification and Assurances" form, must be signed by the President or Chief Executive Officer of the corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship, and returned with the proposal.

C. Contract Provisions

The "General Terms and Conditions", shall be included in any contract awarded as a result of the RFP and are not negotiable.

D. INSURANCE COVERAGE

The Contractor is to furnish MMG with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) **Commercial General Liability Insurance:** Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Employers Liability ("Stop Gap") Insurance

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The Memphis Management Group, LLC, The Memphis Convention & Visitors Bureau; The Memphis Convention Center Commission; The Renasant Convention Center & Cannon Center for the Performing Arts, and the City of Memphis, their appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with the contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by MMG.
2. **Cancellation.** The Memphis Management Group shall be provided written notice before cancellation or non-renewal of any insurance referred to herein. The insurer shall give MMG 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, MMG shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference MMG's contract number and the name of Memphis Management Group.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Tennessee and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the MMG Risk Manager, before the contract is accepted or any work begins.
5. **Excess Coverage.** By requiring insurance herein, MMG does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to MMG.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. MMG will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under an agreement issued as a result of this RFP.

Liability Insurance

Each Proposer must supply with their response, proof of insurance from the Proposer's insurance carrier, outlining the extent of Proposer's liability coverage, including professional liability coverage.

E. Proprietary Information/Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of MMG.

All proposals received shall remain confidential until a contract(s), if any; resulting from this RFP is signed by MMG.

F. PROTEST PROCEDURE

Proposers protesting this procurement shall follow the procedures described below; protests that do not follow these procedures will not be considered. This procedure constitutes the sole administrative remedy available regarding this procurement, and is available only to those Proposers who submitted a response to this solicitation document and who have participated in a debriefing conference.

All protests must be in writing and signed by the protesting party or an authorized agent. The Proposer is allowed three (3) business days to file a protest with the RFP Coordinator. Protests may be submitted by facsimile or e-mail. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or with RCC policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's judgment on the quality of a proposal, or 2) MMG's assessment of its own needs or requirements.

Upon receipt of a protest, a protest review will be held by MMG. The MMG President or an employee delegated by the President who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer under the RFP, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold MMG's action; or
- Find only technical or harmless errors in MMG's acquisition process and determine MMG to be in substantial compliance, and therefore reject the protest; or
- Find merit in the protest and provide MMG options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If MMG determines that the protest is without merit, MMG will enter into a contract with the apparently successful Proposer. If the protest is determined to have merit, MMG, at its sole discretion will determine any further course of action.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by Memphis Management Group without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of Memphis Management Group. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that Memphis Management Group will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Memphis Management Group, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant Memphis Management Group the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

Title

Date

EXHIBIT B

CONTRACT FOR

_____ **at the**
Renasant Convention Center

This Contract is made and entered into by and between Memphis Management Group, hereinafter referred to as "MMG", and the below-named firm, hereinafter referred to as "CONTRACTOR."

Contractor Name

Address

City, State, Zip Code

Phone Number

E-mail Address

Federal ID Number

PURPOSE

The purpose of this contract is to provide Janitorial Services as required by MMG.

SCOPE OF WORK

- A. Exhibit C, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between MMG and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in MMG's Request for Proposal's General Requirements and the CONTRACTOR'S proposal attached as Exhibit D.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 1, 2024, or date of execution, whichever is later, through June 30, 2027.

COMPENSATION AND PAYMENT

Compensation

Invoices will be submitted to MMG as described in RFP .

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communication and billings regarding the performance of this contract.

Contract Manager for CONTRACTOR is:	Contract Manager for RCC is:
Contract Mgr Name [redacted] Contractor Name [redacted] Address [redacted] City, State Zip Code [redacted] Phone: ([redacted]) [redacted] E-mail address: [redacted]	Name: Ken Latham Address: 255 North Main City/State/Zip: Memphis, Tennessee 38103 Phone No: (901) 576-1232 Email: klatham@memphisrcc.com

INTELLECTUAL PROPERTY INDEMNIFICATION

In addition to the indemnification provisions included in Exhibit B, CONTRACTOR shall defend, indemnify and hold MMG harmless from and against all claims, demands, losses, damages or costs caused by or resulting from the use of any design, process, or equipment that constitutes an infringement of any United States patent presently issued, or violates any other proprietary interest including copyright, trademark, or trade secret.

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect MMG should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract. The required insurance coverage, which shall be maintained in full force and effect during the term of this contract, is as follows:

Liability Insurance

- 1. Commercial General Liability Insurance.** CONTRACTOR shall maintain general liability (“CGL”) insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the “general aggregate” limit shall be at least twice the “each occurrence” limit. The CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. **Automobile Liability.** The CONTRACTOR shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto."
3. **Employers Liability ("Stop Gap") Insurance.** In addition, the CONTRACTOR shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The above insurance policies shall include the following provisions:

1. **Additional Insured.** MMG, the Memphis Convention Center Commission, the City of Memphis, and their officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by MMG.
2. **Cancellation.** MMG shall be provided written notice before cancellation or non-renewal of any insurance referred to herein. The insurer shall give MMG forty-five (45) days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, MMG shall be given ten (10) days advance notice of cancellation.
3. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Tennessee, and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the MMG Risk Manager, before the contract is accepted or work may begin.

Excess Coverage

By requiring insurance herein, MMG does not represent that coverage and limits will be adequate to protect CONTRACTOR and such coverage and limits shall not limit CONTRACTOR'S liability under the indemnities and reimbursements granted to MMG in this contract.

Workers' Compensation

The CONTRACTOR will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. MMG will not be held responsible in any way for claims filed by the CONTRACTOR or their employees for services performed under the terms of this contract.

CONTRACTOR shall submit to MMG within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in this section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

MMG and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, such inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Tennessee statutes and regulations;
- Exhibit C – General Terms and Conditions;
- Exhibit B – Contractor’s Proposal dated May 13, 2024
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

This contract, including the referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Tennessee, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of MMG’s authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of four (4) pages and three (3) attachments, is executed by the persons signing below, who warrant they have the authority to execute the contract.

[CONTRACTOR’S NAME]

Memphis Management Group

Signature

Signature

Title

Date

Dean Dennis

President, MMG

Date

EXHIBIT C

GENERAL TERMS AND CONDITIONS

Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENT" shall mean the Memphis Management Group President, and/or the delegate authorized in writing to act on the President's behalf.
- B. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- C. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- D. "MMG" shall mean the Memphis Management Group, LLC a Non-profit corporation of the State of Tennessee, any division, section, office, and unit or other entity of MMG, or any of the officers or other officials lawfully representing MMG.

Access to Data

The CONTRACTOR shall provide access to data generated under this contract to MMG, at no additional cost. This includes access to all information that supports the findings, conclusions and recommendations of any CONTRACTOR'S reports, including computer models and methodology for those models.

Advance Payments Prohibited

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by MMG.

Amendments

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Americans with Disabilities Act of 1990, Public Law 101-336 (also referred to as the "ADA"), 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

Assignment

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of MMG.

Attorneys' Fees

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

Confidentiality/Safeguarding of Information

The CONTRACTOR shall not use or disclose any information concerning MMG, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of MMG, or as may be required by law.

Conflict of Interest

MMG may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the MMG that there is a conflict of interest on the part of the CONTRACTOR involving the CONTRACTOR in the procurement of, or performance under, this contract.

In the event this contract is terminated as provided above, MMG shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of MMG provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the MMG makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

Copyright Provisions

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by MMG. MMG shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to MMG effective from the moment of creation of such materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to MMG a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to MMG.

The CONTRACTOR shall exert all reasonable effort to advise MMG, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

MMG shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. MMG shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

MMG shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);
 - State the relative positions of the parties;
 - State the CONTRACTOR'S name and address; and
 - Be mailed to the AGENT and the other party's (Proposer's) contract manager within three (3) working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within five (5) working days.
3. The AGENT shall review the written statements and reply in writing to both parties within ten (10) working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

Governing Law

This contract shall be construed and interpreted in accordance with the laws of the State of Tennessee, and the venue of any action brought hereunder shall be in the Superior Court for Shelby County.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless MMG, the Memphis & Shelby County Convention Center Commission, The City Of Memphis, The County of Shelby and their officials, agents and employees from and against all claims for injuries or death arising out of or resulting from the performance of the contract.

“Claim,” as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. CONTRACTOR’S obligations to indemnify defend, and hold harmless includes any claim by CONTRACTORS’ agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend and hold harmless MMG, the Memphis & Shelby County Convention Center Commission, The City Of Memphis, The County of Shelby and their officials, agents and employees for any claim arising out of or incident to CONTRACTOR’S or any subcontractor’s performance or failure to perform the contract. CONTRACTOR’S obligation to indemnify, defend, and hold harmless MMG, the Memphis & Shelby County Convention Center Commission, The City Of Memphis, The County of Shelby and their officials, agents and employees shall not be eliminated or reduced by any actual or alleged concurrent negligence of MMG, the Memphis & Shelby County Convention Center Commission, The City Of Memphis, The County of Shelby and their officials, agents and employees.

Independent Capacity of the Contractor

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of MMG. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of MMG or of the Renasant Convention Center Commission by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

Industrial Insurance Coverage

The CONTRACTOR shall comply with the provisions of Tennessee State law regarding Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, MMG may collect from the CONTRACTOR the full amount payable for such Industrial Insurance. MMG may deduct the amount owed by the CONTRACTOR for industrial Insurance fund from the amount payable to the CONTRACTOR by MMG under this contract, and transmit the deducted amount to the State. This provision does not waive any of the State’s right to collect from the CONTRACTOR.

Licensing, Accreditation and Registration

The CONTRACTOR shall comply with all applicable local, state and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

Limitation of Authority

Only the President of MMG or the MMG VP/General Manager (AGENT) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract.

Noncompliance with Nondiscrimination Laws

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with MMG. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

Privacy

Personal information including, but not limited to, "Protected Health Information", collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the MMG or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless MMG for any damages related to the CONTRACTOR'S unauthorized use of personal information.

Publicity

The CONTRACTOR agrees to submit to MMG all advertising and publicity matters relating to this contract wherein MMG's name is mentioned or language used from which the connection of MMG's name may, in MMG's judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of MMG.

Records Maintenance

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by MMG, personnel duly authorized by MMG. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Right of Inspection

The CONTRACTOR shall provide right of access to its facilities to MMG, or any of its officers, or to any other authorized agent or official of the Memphis Convention Center Commission , at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

Savings

In the event funding from the Memphis & Shelby County Convention Center Commission, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, MMG may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at MMG's discretion under those new funding limitations and conditions.

Severability

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

Site Security

While on RCC premises, CONTRACTOR, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

Subcontracting

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of MMG. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the MMG for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of MMG or as provided by law.

Taxes

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

Termination for Cause

In the event MMG determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, MMG has the right to suspend or terminate this contract. Before

suspending or terminating the contract, MMG shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

MMG reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by MMG to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of MMG provided in this contract are not exclusive and, are in addition to any other rights and remedies provided by law.

Termination for Convenience

Except as otherwise provided in this contract, MMG may, by ten (10) calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, MMG shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

Termination Procedures

Upon termination of this contract, MMG, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to MMG any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

MMG shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by MMG, and the amount agreed upon by the CONTRACTOR and MMG for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by MMG, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of MMG. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

MMG may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect MMG against potential loss or liability. The rights and remedies of MMG provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to MMG, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case MMG has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to MMG and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to MMG;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which MMG has or may acquire an interest.

Treatment of Assets

1. Title to all property furnished by MMG shall remain in MMG. Title to all property furnished by the Renasant Convention Center Commission shall remain the property of the Commission. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vests in MMG upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in MMG upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by MMG in whole or in part, whichever first occurs.
2. Any property of MMG furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by MMG, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of MMG or the Renasant Convention Center Commission, that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any MMG property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify MMG and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to MMG all property of MMG and/or the Renasant Convention Center Commission prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

Waiver

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of MMG.

Exhibit D

Cleaning Equipment at the Renasant Convention Center

			Serial #	Asset #
Billy Goat		Vacuum		423
Dayton		Floor Polisher		429
ECHO		Backpack Blower		427
GENIE	GS3248	BOOM LIFT		239
GLOBAL		Floor Polisher		428
GLOBAL		HARD FLOOR SCRUBBER		518
GLOBAL		Riding extractor		422
GLOBAL		SCRUBBER	CC0000412	257
NOBLE		STRIVE RIDE CARPET EXTRACTOR	STRVRD-109878807	259
NOBLE		STRIVE RIDE CARPET EXTRACTOR	STRVRD-109878806	264
TENNANT	R14	CARPET EXTRACTOR	R14-1077593	265
TENNANT	S16	CARPET SWEEPER	S1-GL-1005	91
TENNANT	S16	CARPET SWEEPER	S1-GL-1004	92
TENNANT		I Mop		424
TENNANT		I Mop		425
TENNANT		I Mop		426
TENNANT	6100	SWEEPER	6100-7098	87
TENNANT	6100	SWEEPER	6100-7099	88
TENNANT	S9	WALK BEHIND SWEEPER	S9-004729	258
TENNANT	3640	WALK BEHIND SWEEPER	3640-10986953	260
TENNANT	3640	WALK BEHIND SWEEPER	3640-10986652	261
TENNANT		WIDE VACCUUM	0120102001	39
TENNANT		WIDE VACCUUM	0120102002	108
TENNANT	S30	SweeperMax	S30-10175	86
TENNANT	m30	SweeperMax	M30-1871	763
		Backpack Vacuum		421
		Backpack Vacuum		429
		CARPET FAN		393
		CARPET FAN		394

The above equipment is in average condition as of April 10, 2023