

LEGAL NOTICE TO BIDDERS

Memphis Management Group, LLC (MMG) on behalf of the
Memphis Convention Center Commission

Hereby issues a Request for Proposal (RFP) for **Unarmed Event Security and Public Safety Services** at 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, Administration, 255 North Main Street, Memphis, Tennessee 38103 between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Bids may also be retrieved at www.renasantconventioncenter.com (find the "Open RFPs" link in the "About Us" tab).

CRITICAL DATES:

Issue Request for Proposals:	Mon., August 21, 2023
Mandatory Pre-proposal Conference / Site Inspection:	Wed., August 30, 2023, 10:00 a.m.
Due Date for Proposals:	Fri., Sept 22, 2023, 4:00 p.m.
Evaluate Proposals:	Tues., October 3, 2023
Interview Proposers if required:	Mon., October 16, 2023
Announce Apparent Successful Proposer:	Fri., October 20, 2023
Notify Unsuccessful Proposer(s):	Mon., October 23, 2023
Contract Executed	TBD

(All times are CST)

The Award of a contract will be determined solely by MMG (if any), and will be based on the criteria outlined in the Bid package. MMG ENCOURAGES THE PARTICIPATION OF MBE and WBE BUSINESSES - as defined by the City of Memphis Purchasing Policies and Procedures guidelines.

GENERAL INSTRUCTIONS TO BIDDERS

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 or via fax at 901-576-1212.

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

MMG reserves the right to reject any and all bids and to waive any informality in bidding.

MEMPHIS MANAGEMENT GROUP

REQUEST FOR PROPOSALS

To Provide Unarmed Event Security and Public Safety Services to the Renasant Convention Center and the Cannon Center for the Performing Arts

Proposal Due Date: Friday September 22, 2023, 4:00 P.M. Central Standard Time

Proposer Eligibility: Submission of proposals is open to those vendors/contractors who satisfy the minimum qualifications stated herein.

RFP Contents

- I.** Introduction
- II.** Funding
- III.** Instructions to Proposers
- IV.** Technical Specifications
- V.** Management Specifications
- VI.** Financial Specifications
- VII.** Miscellaneous Provisions
- VIII.** Exhibits
 - A.** Certifications and Assurances
 - B.** General Terms and Conditions
 - C.** Scope of Work

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 and firms interested in providing Services to assist MMG, and more specifically the Renasant Convention Center and the Cannon Center for the Performing Arts. MMG is seeking unarmed Event Security and Facility Public Safety Services for the Renasant Convention Center and the Cannon Center for the Performing Arts.

MMG is a Contracted management company which providing overall Management Services under contract to the Memphis Convention Center Commission and the City of Memphis (The Owner). The RCC is a convention and performing arts facility owned by the City of Memphis, Tennessee. MMG intends to contract with the successful proposer to provide the Services set forth herein.

A. Background

This Renasant Convention Center, completed in 1974, is the region's premier convention and exhibition venue. The Center experienced a \$110 million expansion in 2003 and is currently undergoing a significant \$200 million renovation and expansion to be completed in the fall of 2023. The RCC hosts an average of more than 250 events per year with an attendance of more than 410,000 guests. Attached to the center is the 2,072 seat Cannon Center for the Performing Arts which opened in 2003. This venue will host more than 80 events during the same period.

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

II. FUNDING

Funding for the Services set out in this Request for Proposal shall be provided by funding from the City of Memphis, Owner, within budget limitations.

III. INSTRUCTIONS TO PROPOSERS

A. Definitions for the purposes of this RFP:

Proposer – Firm or company submitting a proposal to attain a contract with MMG.

Contractor – Firm or company whose proposal has been accepted by MMG to provide the Services outlined in this Request for Proposal 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 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. 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, staffing, and schedules necessary to accomplish the tasks and to produce the deliverables.
- 2. Management Proposal.** The management proposal must contain information regarding the firm's management and staff qualifications, related experience, and references as requested in this RFP.
- 3. Financial Proposal.** Provide a complete and inclusive cost breakdown for the proposed work. Exclusions may render bids invalid unless otherwise approved in writing by MMG prior to the bid deadline.

A financial statement of the Proposer's last three (3) fiscal years may be requested of any proposer at any time as a condition of awarding this bid. MMG may also request additional information, data, or presentations in support of written proposals.

C. Submission of Proposals

Five (5) copies of the proposal are required as well as one "electronic" copy. The proposal, whether mailed or hand delivered, must arrive at the Administrative Offices of the RCC at the address shown below no later than 4:00 P.M. Central Standard Time on Friday, September 22, 2023.

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, Third Floor
Memphis, Tennessee 38103
Attn: Adarryll Dent "AD"**

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. **Unless otherwise noted in the RFP, 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.** Unless otherwise noted in the RFP, all communications between the Proposers and MMG upon receipt of this RFP shall be ***in writing only*** with the RFP Coordinator as follows:

Name: Adarryll Dent "AD" Director of Public Safety
Address: Renasant Convention Center &
Cannon Center for the Performing Arts
255 North Main Street
City/State/Zip: Memphis, Tennessee 38103
Email: ad@memphisrcc.com

E. Site Inspection

Proposers are expected to attend a mandatory pre-proposal conference, tour, and inspection of the facilities on **Wednesday August 30, 2023, at 10:00 a.m.** Failure to attend the tour and inspection without prior approval from the RFP Coordinator will result in disqualification for the proposal process.

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.

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 interviews, if necessary, will be utilized in selecting the successful proposal.

MMG reserves the right, at its sole discretion, to reject any and all proposals.

The final selection 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.

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

Technical 10 percent

Management 40 percent

Financial 40 percent

MBE / WBE Participation 10 percent

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

J. Additional Evaluation Criteria

When evaluation of the proposals produces numerical ratings that are substantially equivalent, i.e., scores separated by 5% 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.

K. RFP Revisions

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who receive the RFP.

L. 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 because 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.

M. 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 must stipulate that their 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.

N. Notice to Proceed

Notice to proceed may be immediately provided following the announcement of the successful Proposer, pending approval by the Memphis Convention Center Commission.

O. 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.

P. Notification

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

Q. 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.

R. Proposer Minimum Qualifications

The Proposer must have three (3) years' experience in the field of Event Security and Public Safety and patrolling Services at facilities comparable in size to the RCC. The proposer must have the knowledge, understanding, and 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.

S. Anticipated Schedule of Activities

Issue Request for Proposals:	Mon., August 21, 2023
Mandatory Pre-proposal Conference / Site Inspection: 10:00 a.m.	Wed., August 30, 2023, at 10:00 a.m.
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All times are CST.

IV. TECHNICAL SPECIFICATIONS

Proposal must contain a comprehensive work plan describing in enough detail the Proposer's planned approach to the work defined in the "Scope of Work" in this RFP.

Proposal must contain the methods and procedures used by Contractor to screen potential personnel to be assigned to the RCC which shall include the Contractor's employment application, background examination process drug testing procedures, and any and all procedures related to background examinations of potential candidates.

Proposal must contain the methods and procedures used by Contractor to train and prepare potential Event Security and Public Safety officers to be assigned to the RCC.

Proposal must include examples of the Proposer's uniforms.

The plan must be in enough 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.

D. Project Manager

Contractors 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 the Scope of Work as described as described in Appendix C: Scope of Work. Compensation for the Project Manager and

any other personnel provided by the Contractor will be the sole responsibility of the Contractor. MMG has hired an on-site Director of Public Safety and Public Safety Officers. The Contractor Event/Usher/Ticket Taker Officers will report to the Events/Sales Department. The Contractor facility officers will report directly to the MMG Director of Public Safety. The Project Manager will coordinate with the MMG Director of Public Safety regarding all facility coverage. The Project Manager will coordinate with the Events/Sales Department regarding all event coverages.

E. 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.

F. 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 entities 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. All required licenses for the Contractor to operate in the State of Tennessee, Shelby County, and the City of Memphis.
5. Federal employee ID number.
6. Name and resume of the proposed Project Manager.
7. Location of the facility from which Proposer would operate.

B. Contract Management

1. Provide a description of the proposed project staffing/organization to be used during the Contract, including any subcontractors.
2. Identify key 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.

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

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 at least three (3) contracts the Proposer may have had during the last three (3) years that relate to the Proposer's ability to perform the Services called for under this RFP. List contract reference numbers, contact persons, telephone numbers, and e-mail addresses. The Proposer must grant permission to MMG to contact all references provided.
3. Indicate any other experience that indicates the qualifications of the Proposer for the performance of the potential contract.
4. Indicate if the Proposer has had a contract terminated for default in the last five (5) 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.

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 are highly important to MMG. MMG strongly encourages participation in all 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.

Minority-owned business enterprise or MBE and Women-owned business enterprise must be registered with the City of Memphis' Business Diversity and Compliance Office, 125 North Main Street, Room 546, Memphis, Tennessee 38103 (901) 636.6210.

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; and,
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; and,
3. Which performs a commercially useful function.

VI. FINANCIAL SPECIFICATIONS

Provide a complete and inclusive cost breakdown for the proposed work. Exclusions may render bids invalid unless otherwise approved in writing by MMG prior to the bid deadline.

A financial statement of the Proposer's last three fiscal years may be requested of any Proposer at any time as a condition of awarding this bid. MMG may also request additional information, data, or presentations in support of written proposals.

VII. MISCELLANEOUS PROVISIONS

A. Authority to Bind MMG

The President and CEO, the VP/General Manager, or the Assistant General Manager of MMG, or their designee(s) are the only individual(s) 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 or Assistant 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. 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 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 MMG within fifteen (15) days of the Contract's effective date.

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Liability Insurance

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 product-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form 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 Renasant Convention Center & Cannon Center for the Performing Arts, the Memphis Convention Center Commission, the Memphis Convention and Visitor's Bureau 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 with 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' advanced notice of cancellation.
3. **Identification.** Policy must reference the name of Memphis Management Group, LLC.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to doing 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 always 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 an agreement issued because 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.

Indemnification

The successful proposer will indemnify and hold harmless the Renasant Convention Center, MMG, Cannon Center for the Performing Arts, the Memphis Convention Center Commission, and the City of Memphis from any action or inaction resulting in harm or damage, whether such action/inaction is later found to be legal or illegal, on the part of the proposer's management and staff acting under a contract for Event Security and Public Safety Services at the RCC. As such, each proposer must submit a certificate of insurance in a form acceptable to the RCC Commission/MMG which names the Renasant Convention Center, MMG, Cannon Center for the Performing Arts, The Memphis Convention and Visitor's Bureau, the Memphis Convention Center Commission, and the City of Memphis as additional insured or third-party beneficiaries and in the amount of not less than \$500,000. In the alternative, the Proposer may put up a bond of not less than \$500,000 for the purpose of indemnifying the Renasant Convention Center, MMG, Cannon Center for the Performing Arts, the Memphis Convention and Visitor's Bureau, the Memphis Convention Center Commission, and the City of Memphis. Appropriate insurance or bond will be a condition of the Contract and, as such, will be considered in reviewing each Proposal.

D. 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) resulting from this RFP is signed by MMG.

E. 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 from the date of the award notification to file a protest with the RFP Coordinator. Protests must be submitted in writing to the

RFP Coordinator. 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.

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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

Printed Name

Title

Date

EXHIBIT B

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, a Non-profit corporation of the State of Tennessee, any division, section, office, 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/Safe Keeping 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 (respondent'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 Chancery Court for Shelby County.

Indemnification

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless MMG, Cannon Center for the Performing Arts, The Memphis Convention and Visitor's Bureau, The City of Memphis, and The Memphis Convention Center Commission and all officials, agents and employees of the MMG and The Memphis Convention Center Commission, 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 CONTRACTOR'S agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless MMG, Cannon Center for the Performing Arts, The Memphis Convention and Visitor's Bureau, The City of Memphis, and The Memphis Convention Center Commission 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 and the Memphis Convention Center Commission shall not be eliminated or reduced by any actual or alleged concurrent negligence of MMG or the Memphis Convention Center Commission, their agents, agencies, employees, and officials.

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 Memphis 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.

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 all 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 and Visitor's Bureau, The City of Memphis, and the Memphis Convention Center Commission their elected and 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 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 with 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 doing 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 always 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.

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 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 Event Public Safety

While on Renasant Convention Center premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other Event Public Safety policies or regulations.

Subcontracting

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter 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 thirty (30) 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 MMGC 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 Memphis 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 vest 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 Memphis Convention Center Commission, which 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 Memphis Convention Center Commission prior to settlement upon completion, termination, or cancellation of this Contract.
6. All references 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 an authorized representative of MMG.

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EXHIBIT C

SCOPE OF WORK

Scope

The intent of this proposal is to provide a quote for unarmed Event Security and Public Safety Officer Services for the RCC. The contractor will be responsible for providing service-oriented unarmed Event Public Safety Services for the facility as outlined within this Request for Proposal. It is MMG's intention to establish a service agreement with a professional Event Public Safety company that will provide consistent, reliable, quality service with an emphasis on performance-based contracting and a consistent method for ensuring quality service delivery.

The Contractor will be responsible, but not limited, to the following where its Event/Public Safety Security and Officers are utilized:

- Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among Contractor personnel.
- Require Contractor personnel to enforce facility & Event Public Safety policies and procedures.
- Furnish names and phone numbers of Contractor supervisory personnel who can be contacted at any time to respond to facility needs.
- Furnish written rules and procedures (Post Orders) to facility representatives and Contractor Personnel.
- Emergency Management
 - All personnel are to maintain and continuously develop a knowledge base of the facility Emergency Management Plan. This would include staff development on all emergency systems.
- Freight
 - The Contractor needs to have the ability to handle all incoming and outgoing freight which shall be logged in a freight log. The Contractor will be responsible for notifying the recipient of the freight.
 - Load In and out procedures for facility events.
- Reports
 - The Contractor shall provide daily reports which will provide consistent and clear information regarding incidents that occur on campus for each shift.
 - The Contractor shall complete incident reports documenting episodes (inclusion determined by the RCC) to include, but not limited to, medical emergencies, employee incidents, etc. that occur on the facility campus which shall be included in any reporting to MMG.
- Event Public Safety Security and Services (shall include but not limited to the following)
 - Administering facility Event Public Safety procedures.
 - Scheduled site surveillance (either by foot, vehicle, or video monitoring).
 - Identifying and reporting Event Public Safety and safety violations.
 - Securing property turned in as found.
 - Maintaining files for Event Public Safety related documents.

- Ensuring the prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, and Event Public Safety incidents.
- Inspect the facility Event Public Safety devices and submit written reports for any which are malfunctioning, inoperative, or in need of repair.

Personnel Standards

Contracted Employees Duties and Requirements:

- To be 21 years of age or older.
- To possess a valid Tennessee or State Issued Driver's License.
- To have dependable transportation to and from the facility.
- To have the ability to read, write, speak, and understand the English language to the extent of giving and understand written orders, verbal instructions, and being able of composing reports which convey complete and accurate information.

Personnel Screening Requirements

Backgrounds investigations shall be conducted and documented by the Contractor to verify that each officer, prior to the assignment to the facility, has accurately completed the Contractor's employment application and background examination process. The employment application will be designed to obtain information which accurately reflects the qualification of the individual. Contractor shall employ personnel who always have, without limitation, passed a background investigation and who are found to be of good character, with no criminal record, or negative employment history. Contractor shall conduct background re-investigation every 2 years of employed personnel within the contracted time frame.

MMG reserves the right, at any time, to interview and/or review candidates prior to or after permanent assignment and to require the Contractor to add or remove any Event Public Safety officer or supervisor from the site at the request of MMG.

Each of the Contractor's Event Public Safety officers, including supervisors, will be provided the specific training submitted in this RFP for MMG's review.

Contractor Personnel

The Contractor shall immediately remove from work, whenever required to do so by MMG, any person considered by MMG to be unsatisfactory to the facility and such person shall not again be employed on the RCC's premises without MMG's consent.

- MMG shall have the right of rejection and approval of any staff assigned to work under this contract.
- If MMG rejects a person assigned, the Contractor must provide replacement staff or additional staff within one hour and at no additional cost to MMG.
- Should the contractor at any time be unable to supply the requested labor to MMG, CCA reserves the right to obtain that requested labor from another source.
- Every effort should be made to schedule staff consistently in the same post during a single event.
- MMG may on occasion request specific personnel to work. It

is the contractors' responsibility to inform MMG if that laborer is approaching overtime hours.

Uniforms and Equipment

The facility furnished equipment, materials, and supplies shall remain the property of the facility and will not be used for any other purpose than in the performance of the facility Event Public Safety functions. When required, the Contractor shall maintain current records and provide and account all equipment, material, and supplies furnished by the facility for use by the Contractor.

All officers assigned to the facility will be required to report for duty in a Contractor-provided and MMG approved uniform consisting of the proper designated attire. A patch or badge identifying the contracted Event Public Safety service provider will be displayed on the uniform.

Contractor will provide, at no cost to MMG, the following:

- All uniforms/blazers, name badges, along with other related equipment required by and approved by MMG, (no weapons, nightsticks, handcuffs, or mace are permitted).

In the event dress uniform or formal attire is required, MMG will charge the client \$25 per position and will pass the upcharge directly to the contractor.

- Outdoor weather equipment, such as heavy outdoor coats and rain jackets, as approved by MMG.
- A cell phone and charger in which an officer can be reached at any time during their assigned shift.

Contractor agrees to provide digital radios and earpieces that operate effectively in all areas of the MMG for use by their personnel for communication with each other and the MMG staff. A repeater system must be used, at the expense of the contractor, for these radios.

Contractor must provide wand style metal detectors, and flashlights for personnel as may be required for events.

MMG provides outdoor propane heaters for post positions exposed to the elements as deemed necessary by the MMG; Contractor agrees to provide propane for these heaters as needed.

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Training Requirements

All personnel will be required to receive training prior to assignment to RCC in accordance with or beyond the state required program at no cost to MMG. As a minimum, such training shall include the following:

- Customer Service
- Parking Management
- Asset Protection and Event Public Safety
- Human and Public Relations
- Report Writing
- Communications
- Patrols and Fixed Posts
- Fire Watch
- Fire Protection and Life Safety
- Investigations /Confidentiality
- Emergency Situational Training
- Safety
- Crowd Management
- Diversity, Sexual Harassment Awareness
- First Aid/CPR

Once assigned, the Contractor shall provide on-the-job (OJT) training for each facility new officer. This training shall consist of not less than 32 hours. All OJT will be documented and paid for at the Contractor's expense. The Director of Public Safety will give practical and oral OJT testing of each new officer.

- Each team member assigned to MMG must go through a building orientation/tour with a member of the MMG Public Safety management team prior to post assignment.
- The events management team will be responsible for all training of event staff/ushers and ticket takers.
- The MMG will offer space one day per month for training needs.
- MMG Director of Public Safety is available to assist with any additional training needs as mutually agreed upon.

Contractor will also describe any additional supervisory, refresher, recurrent, and optional training programs available to Contractor's Event Public Safety personnel assigned to the RCC. Contractor's employees assigned to the RCC shall also receive site-specific training on the facility campus. All additional training shall be documented and paid for at the Contractor's expense.

Emergency Management Program

All Event Public Safety officers are to maintain and continuously develop a knowledge base of the facility's Emergency Management Plan. A facility representative shall train the Contractor's Account Manager on all aspects of the Emergency Management Plan. The Contractor's Account Manager will perform monthly training and staff development on all emergency

systems. The Account Manager and Event Public Safety officers will serve as part of the first response team for the facility.

Rules and Regulations

The Contractor and all employees agree to comply with all rules and regulations of the facility.

Contract Pricing

Straight time hourly billing rates shall apply to all work hours. These rates shall include wages, holiday hours, payroll taxes, and all costs associated with each position.

Overtime billing will be disallowed without advance approval by MMG in writing.

Contractor Qualifications

Be duly licensed in accordance with all State, County, and Local laws governing the Event Public Safety industry prior to submitting a bid proposal.

Contractors must show the ability to provide and maintain administrative, operational, and logistical support for the facility.

Contracted Employee Duties and Requirements

Event Public Safety Personnel:

- Able to exert continuous physical effort.
- Citizen of the United States or legal equivalent.
- At least 21 years old at time of assignment to facility.
- Able to read, write, and converse clearly in English.
- Practice normal hygiene and personal cleanliness and be neat in dress and appearance.
- High school diploma or equivalent.
- Provide customer service consistent with MMG's standards.
- Familiar with Magnetometers and related detection equipment.
- Identify employees and other authorized personnel entering the facility.
- Screen visitors, maintenance, technical, or contracted workers, vendors, couriers, and other personnel and confirm their entry is authorized.
- Ensure passes or other authorization accompanies all personnel while in the facility and is returned upon exit from the facility.
- Follow all Post Orders respective to their assigned position and conform to the articles covered in general orders.
- Patrol entire facility and grounds including parking garage and escort employees working after hours if necessary.
- Observe and enforce rules and regulations governing the facility and grounds and perform duties stated in the Post Orders.
- Be alert to discover and persons attempting to gain unauthorized access to the facility or property.
- Receive, log, and save lost and found articles pending return to owner or for other appropriate disposition.

- Prepare and maintain Incident Reports for events identified in the facility's and/or Contractor's Event Public Safety procedures.
- Prepare reports, as required, of all incidents or situations occurring within the facility to the appropriate designated facility representatives.
- Refer visitors to appropriate departments.
- Maintain accurate and complete accounting of visitor and employee visitor passes.
- Other duties, as necessary.

The Contractor must be able to provide labor for the following positions:

- Building Public Safety Officer
- Event Public Safety Supervisor
- Event Public Safety Officers
- Overnight Rover
- Spanish/Sign Language Interpretation
- Parking Attendant/Cashier
- Parking Supervisor
- Parking Garage Patrol
- Traffic/Dock Control
- Ticket Takers
- Ushers

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