

REQUEST

FOR

PROPOSALS

JANITORIAL SERVICES

RFP NUMBER 24-0001

DUE DATE:

NOVEMBER 8, 2023

TRANSMITTAL LETTER

October 2, 2023

Dear Respondent,

The Memphis-Shelby County Airport Authority (Authority) is seeking a qualified Respondent to provide a Janitorial Services for the Authority. This Request for Proposals (RFP) is under the direction of the Maintenance Department.

The Procurement Department is responsible for coordinating all communications between the Authority and Respondents. The RFP limits the manner, method, and type of communications that the Authority and Respondents may have once an RFP process is initiated to ensure that the process is fair and impartial. Please review the RFP carefully and abide by all required deadlines, dates, and terms.

All Respondents are hereby notified that all updates, addenda and additional information, if any, shall be posted to the Authority website www.flymemphis.com, and Respondents are responsible for checking the Authority website up to the time of the RFP submission deadline.

The Authority reserves the right to reject any or all responses to this RFP in whole or in part; to waive any informalities, technicalities, or omissions therein; and/or to cancel this process at any time. The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under this RFP, or for any other reason as determined by the Authority. Any such responses will be returned to the Respondent. All Respondents must use forms provided by the Authority.

No Respondent may withdraw an opened Response without the Authority's consent.

The Authority shall give a preference to businesses located in or near the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points/dollar-value of the proposal/bid received in relation to such valuation points/expenditures and pursuant to the terms and conditions that are outlined in the adopted policy as amended.

Should you have questions regarding this RFP, the RFP sets forth a process by which you may submit your questions and receive answers. Thank you for your participation in this process. We look forward to receiving your response.

Sincerely,

Nathan Luce, P.E.
Director of Procurement
Memphis-Shelby County Airport Authority

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1 BACKGROUND

The Authority owns and operates Memphis International Airport (MEM), Charles Baker Airport and General DeWitt Spain Airport. Memphis International Airport is located in Shelby County about 13 miles southeast of downtown Memphis. Memphis International Airport is the principal air carrier airport serving west Tennessee, north Mississippi, southeast Missouri, and east Arkansas. Memphis International Airport is also the principal hub for FedEx, making MEM the world's busiest cargo airport and the single largest economic engine in the Mid-South.

The Airport is primarily an origin and destination (O&D) airport. Approximately **2.27** million passengers were enplaned at the Airport in the Fiscal Year ending June 30, **2023**, an increase of approximately **9%** compared to FY **2022**.

The Airport is located on 4,640 acres of land in the County and includes a terminal complex of approximately one million square feet, and four other buildings containing approximately 100,000 square feet, which are used by air carriers and all-cargo carriers as transfer facilities for cargo. These buildings are adjacent to the terminal complex and are separate from FedEx facilities that contain approximately 3.5 million square feet and occupy approximately 518 acres.

2 REQUEST FOR PROPOSALS TIMELINE, COMMUNICATIONS AND PROCESS

2.1 RFP Timeline

While this timeline sets forth important dates for this Request for Proposals (RFP) process, the entire RFP should be consulted for additional information and requirements concerning these deadlines. The schedule below is subject to change without liability to the Authority.

All times listed are Memphis, Tennessee Local time.

September 25, 2023	Publication of Legal Notice
October 2, 2023	Release of RFP Documents
October 11, 2023	Mandatory Pre-Proposal Meeting 2:00 PM and Site Visit
October 17, 2023	Questions Due from Respondents by 4:30 p.m.
October 24, 2023	Questions and Answers posted on Authority website by 4:30 PM
November 8, 2023	Response Due to Authority by 2:00 PM
December 14, 2023	Tentative Date for Potential Interviews with Selected Respondents
December 21, 2023	Anticipated Board Approval of the Award of Contract
April 1, 2024	Anticipated Contract Commencement Date

2.2 Communication with the Authority during this RFP

The Authority has designated Nathan Luce, Director of Procurement, to be responsible for coordinating communications between the Authority and Respondents. Respondents should direct all communications to the Procurement Department via email at Bids@flymemphis.com. Respondents are further advised that any communication, either verbally or in writing, direct or indirect, subsequent to the date of issuance of the RFP by a prospective Respondent or any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority, except as provided in this section, is **strictly prohibited** and may be cause for disqualification of the prospective Respondent. The only exception to this requirement is for communications between prospective Respondents and the Authority's in-house and outside legal counsel to further client communications on pending matters that are not related to this RFP. This restriction on communication will govern until the RFP process has been completed and a contract has been fully executed for the for these services. Please note that the Authority prefers all communication to be in writing.

2.3 Addenda

All updates, addenda and other information, if any, shall be posted to the Authority's website, www.flymemphis.com. Respondents are responsible for checking the Authority's website up to the time of the RFP submission deadline.

2.4 Mandatory Pre-Proposal Conference and Site Visit

A mandatory pre-proposal conference will be held October 11, 2023, at 2:00 PM at the Authority's Board Room on the Mezzanine Level, Terminal B of the Memphis International Airport, 2491 Winchester Road, Memphis, TN 38116. Only those attending will be allowed to submit responses to this RFP. All attendees must register at www.eventbrite.com.

2.5 Questions Regarding RFP

Questions regarding this RFP must be submitted in written form via email to Nathan Luce at Bids@flymemphis.com. Questions will be accepted until 4:30 PM, October 17, 2023. Answers will be provided by 4:30 PM, October 24, 2023. Answers will only be posted on the website, www.flymemphis.com.

2.6 RFP and Response Submissions

A copy of this RFP will be distributed to prospective Respondents. This RFP also will be available on the Authority's website, www.flymemphis.com.

Respondents shall prepare responses in compliance with all the instructions outlined in this RFP, providing the requested information, and returning the completed document to the Authority by the submission deadline.

All responses shall be sealed and clearly marked with the Respondent's name and address and the words "Janitorial Services" and "RFP Number 24-0001" on the outside of the envelope or container. The Respondent shall allow sufficient time to ensure receipt of the response. It is the sole responsibility of the Respondent to have the response delivered to the Authority at the address below before the closing hour and date given in this RFP.

Respondents should note that FedEx First Overnight® and UPS Next Day Air Early AM® shipments typically arrive before normal Authority business hours of 7:00 AM – 3:30 PM Local Time. Should you choose to ship by one of these methods, and your shipment arrives before the Authority's business hours, FedEx or UPS will not deliver the package until the following day. Any response tendered for delivery to the Authority must be in the Authority's possession prior to the opening date and time. Any delivery received after the submission deadline will be accepted and returned to the Bidder unopened.

Responses must be received at the address below **before 2:00 PM Local Time on November 8, 2023:**

Procurement Department
Memphis-Shelby County Airport Authority
4150 Louis Carruthers Drive
Memphis, Tennessee 38118
Attn: Request For Proposals, Janitorial Services,
RFP Number 24-0001

A listing of all proposers responding to Requests for Proposals and Requests for Qualifications will be posted to the Authority's website one (1) hour after the response deadline. Responses to Requests for Proposals and Requests for Qualifications will not be publicly opened.

The Authority reserves the right to extend the opening date or time provided no RFP responses have been previously opened. Late responses will NOT be considered and will be returned to the Respondent unopened.

2.7 Rejection of Responses / Cancellation of RFP

The Authority reserves the right to reject any or all responses to this RFP, including but not limited to, any response that contains exceptions to the minimum requirements and/or specifications or fails to meet the minimum requirements and/or specifications in whole or in part. Responses containing terms and conditions other than those specified herein may be considered nonresponsive. Partial or incomplete responses may be rejected. The Authority reserves the right to reject responses or penalize Respondents who do not follow the requirements of the RFP and, likewise, to waive any informalities, technicalities, or omissions therein. Responses having any erasures or corrections shall be initialed in ink by the Respondent. Unsigned responses will be considered nonresponsive.

The Authority also reserves the right to reject any response when a parent, subsidiary, affiliate, or predecessor in interest of the Respondent has pending litigation or claims with the Authority, or if any response includes a proposed subcontractor or supplier that has pending litigation or claims with the Authority, if the Authority determines, in its sole discretion, such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under any contract resulting from this RFP, or for any other reason as determined by the Authority. The Authority further reserves the right to cancel this RFP process at any time.

2.8 RFP to Bind Respondent

The response must contain the signature of a duly authorized officer of the Respondent with the legal right to bind the Respondent. All submitted responses shall be binding for a period of one hundred twenty (120) days from the response submission deadline.

2.9 Sole Responsibility

The successful Respondent, if any, shall assume responsibility for meeting all requirements agreed to in the response to this RFP.

2.10 Sole Contact

The Authority will consider the selected Respondent to be the sole point of contact with regard to contractual matters and the payment of any and all charges resulting from Contract obligations. Upon Contract award, the selected Respondent will be directly responsible for all of its subcontractors, if any, and the selected Respondent shall designate a project manager who will serve as the point of contact for the Authority for billing, additions, deletions, or any other requests or inquiries.

2.11 Response Modification or Withdrawal

Responses may be modified or withdrawn in writing prior to the deadline for RFP submission. After the submission deadline, no modifications will be accepted, and responses may only be withdrawn with the Authority's consent.

2.12 Response Costs

All costs incurred in preparing the response to this RFP, participating in this process, and negotiating with the Authority, whether or not a contract is awarded, shall be solely the responsibility of the Respondent. All materials and documents submitted by Respondents in response to this RFP become the property of the Authority and shall not be returned to the Respondents.

2.13 Protest

Any protest must be filed in writing and received by the Authority within seven (7) calendar days of the date of the occurrence of the event that is the subject of the protest, e.g., the opening of responses, the award, or a determination that a respondent is not responsible or that a response is not responsive.

Any protest must be delivered to the Authority during the business hours of 7:00 AM – 3:30 PM Local Time in order to be deemed to be received by the Authority as required under this Section. A protest must be submitted in hard copy and addressed as follows:

Memphis-Shelby County Airport Authority
Attention: Director of Procurement
4150 Louis Carruthers Drive
Memphis, Tennessee 38118

Any protest sent by telegraphic or facsimile transmission or by email or other electronic means will not meet the filing requirements set forth herein and will not be deemed to be received by the Authority.

No objections with regard to the application, meaning, or interpretation of the specifications contained herein will be considered after the opening of the subject RFP.

3 RESPONDENT ASSURANCES

By submitting the RFP response and participating in this process, the Respondent asserts that he/she has read, understands and agrees to the terms and conditions contained in this RFP document and has full authority to submit the written and verbal responses on behalf of the entity for whom they are acting and that the information submitted to the Authority in the response is true, accurate and complete to the fullest extent possible and to the best of his/her knowledge and abilities. The Respondent further certifies:

3.1 *No Hidden Parties*

Response is genuine and that no other person, firm, or corporation than the one herein named has any interest herein or in the Contract proposed to be taken; that it is made without any connection with any person, firm, or corporation making a response for the same work; and that it is in all respects fair as to each item proposed and to the response as a whole;

3.2 *No Collusion in Any Form*

Respondent has not sought by collusion or fraud to obtain any advantage over any other Respondent or over the Authority;

3.3 *No Inducement to Submit False Proposals*

Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham proposal;

3.4 *No Inducement to Refrain from Response*

Respondent has not induced or solicited any other person, firm, or corporation to refrain from submitting a proposal;

3.5 No Financial Interest

No Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission is directly or indirectly interested herein, or in the furnishing of the service or doing the work to which it relates; or in any portion thereof. Respondent asserts that no Authority employee or member of the Board of Commissioners, Memphis City Council, or Shelby County Commission shall receive or has received any financial benefit arising out of this RFP or its Contract, if awarded, either directly or indirectly. Further, any fees paid to any person or entity by Respondent for assistance in obtaining the Contract with the Authority must be fully disclosed to the Authority in writing.

3.6 No Contact

Respondent has not had any communications, either verbally or in writing, directly or indirectly, subsequent to the date of issuance of the RFP by any of its owners, officers, employees, or agents, or any individual or entity acting on its behalf, with any member of the Board of Commissioners or any officer or employee of the Authority. Respondent understands and agrees any communication except as provided in Section 2.2 of the RFP is strictly prohibited and may be cause for disqualification of the prospective Respondent.

3.7 Addenda

Respondent has reviewed and agrees to any and all Addenda, if applicable, posted by the Authority on its website, www.flymemphis.com, in regard to this RFP. The information contained in all Addenda that may be issued shall become a part of this RFP and, to the extent specified, shall amend and supersede the similar information in the original RFP document. All other terms, provisions, and conditions of the RFP shall remain unchanged.

4 STATE OF TENNESSEE PURCHASING PROVISIONS

Iran Divestment. By submission of a response, each bidder and each person signing on behalf of any respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each respondent is not on the list [of persons engaging in investment activities in Iran] created pursuant to T.C.A. § 12-12-106.

No Boycott of Israel. Pursuant to T.C.A. § 12-4-119, by submission of a response, each respondent certifies that their company is not currently engaged in and will not for the duration of services herein engage in, a boycott of Israel.

5 BUY LOCAL INITIATIVES

The Authority shall give a preference to businesses with their principal place of business in the County of Shelby, State of Tennessee in awarding contracts and making purchases whenever the application of such a preference is reasonable in light of the valuation points of the proposal that is received in

relation to such valuation points and pursuant to the terms and conditions that are outlined in the adopted policy as amended. If applicable, the Authority may also give a preference to businesses operating in the County of Shelby, State of Tennessee, or to businesses with their principal place of business in the Memphis, TN-MS-AR Metropolitan Statistical Area.

6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

6.1 Overview

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. The Authority administers both programs according to the regulations that apply to the federal program, primarily 49 CFR Part 26. Because the BDDP program applies to contracts involving non-federal funds, not every aspect of 49 CFR Part 26 is relevant to the BDDP program. In most areas, 49 CFR Part 26 will guide our operation of the BDDP including, but not necessarily limited to, rules dealing with certification and counting participation. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program, as identified below, will be considered to be certified as a Disadvantaged Business Enterprise.

This section, entitled “Disadvantaged Business Enterprise Requirements” is provided in an effort to assist Respondents. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. All Respondents are responsible for compliance with all applicable federal and Authority rules and requirements.

It is a requirement that all Respondents providing services for the Authority take all reasonable steps to ensure that DBEs have a full and fair opportunity to compete for and perform contract work without discrimination on the basis of age, race, sex, color, national origin, creed, religion, sexual orientation or disability. In order to satisfy this requirement, Respondents will be expected to timely submit documentation as identified below and throughout the contract period if selected and cooperate with the Authority. Failure to timely submit requested documentation, cooperate with the Authority, or answer inquiries truthfully will be considered a material contract breach and may result in termination.

6.2 Disadvantaged Business Enterprise (DBE) Required Forms

The following documents must be submitted with your response to this solicitation:

6.2.1 DBE Assurance Statement/Letter of Intent

The Respondent must submit an Assurance Statement for each DBE whose participation the Respondent is counting toward the goal. This may include first, second, third and so on tier subcontractors, and the Respondent and

all subcontractors between the Respondent and the DBE should sign the Assurance Statement. The Respondent must submit the form provided in Section 20.1 below on Company Letterhead.

For each Assurance Statement, the Respondent must also provide the written quote or proposal from the DBE or other communication from the DBE upon which the scope of work and dollar value contained in your Assurance Statement is based (“quote/proposal”).

All portions of the Assurance Statement must be completed (including the description of work, the estimated contract amount, and the estimated dollar value of DBE participation for counting and goal purposes) before the Assurance Statement is signed by either the DBE or the Respondent. If the DBEs, and if applicable to the 2nd/3rd Tier Subcontractor’s, signature(s) can be obtained on the completed Assurance Statement before the bid submission deadline, the Respondent should submit the fully-completed and fully-signed Assurance Statement. If the Respondent submits an Assurance Statement that is completed except for the DBEs, and if applicable, the 2nd/3rd Tier Subcontractor’s signature(s) and a quote/proposal from the DBE as described above, the Respondent will be given 24 hours from the bid submission deadline to submit the completed Assurance Statement signed by the DBE and, if applicable, the 2nd/3rd Tier Subcontractor. Each Assurance Statement submitted during this 24-hour window must conform to the previously submitted Assurance Statement except for DBE signature. These signed Assurance Statements must be submitted pursuant to the same location and time restrictions that applied to the solicitation response.

The Authority reserves the right to ask questions of the Respondent, investigate and require additional information as it determines necessary in its sole discretion to ensure that the regulations and the Authority’s rules are followed as it relates to DBE participation.

6.2.2 Respondent DBE Goals Accomplishment Statement

The form provided in Section 20.2 must be submitted on Respondent’s company letterhead.

6.2.3 Information on All Firms Providing Responses

The form provided in Section 20.3 must be completed by respondent.

6.3 Disadvantaged Business Enterprise (DBE) Voluntary Form

We ask, but do not require, that each Respondent submit the following information with the response to this solicitation:

6.3.1 Voluntary Disclosure of Respondent Data

If submitted, the form provided in Section 20.4 must be completed by respondent.

6.4 Definition of Socially and Economically Disadvantaged

The rules that govern eligibility and certification of DBE are found generally at 49 CFR Part 26.5 and 26.61 through 26.73. These rules define a DBE as a for-profit, small business concern which is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals. In the case of any publicly owned business, at least fifty-one percent (51%) of the stock must be owned by one or more socially and economically disadvantaged individuals. In addition, the personal net worth of the socially and economically disadvantaged owners of the small business concern must not exceed one million three hundred twenty thousand dollars (\$1,320,000).

As defined by 49 CFR, Part 26.5, a socially and economically disadvantaged individual is any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - a. **Black Americans** which includes persons having origins in any of the Black racial groups of Africa;
 - b. **Hispanic Americans** which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. **Native Americans** which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. **Asian-Pacific Americans** which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U. S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - e. **Subcontinent Asian Americans** which include persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - f. **Women;**

- g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

6.5 DBE Liaison Officer

The DBE Liaison Officer is responsible for developing, implementing, and monitoring the DBE program on a day-to-day basis in coordination with other appropriate officials; carrying out technical assistance for a DBE; and, disseminating information on available business opportunities so that a DBE is provided an equitable opportunity to bid on Authority contracts. The DBE Liaison Officer reports directly to the President of the Authority. For questions or information related to the DBE program, contact Joe Claiborne, the Senior Manager of Business Diversity Development at (901) 922-0255.

6.6 DBE Certification

The Authority certifies all of its DBE's through internal processes. The Authority compiles a directory of firms who have met the Authority's selection criteria for eligibility as a DBE, including 49 CFR Part 26. You can review the directory of certified firms for the Authority at our website www.flymemphis.com or obtain a copy of the directory by calling the Business Diversity Department at (901) 922-0255. The Tennessee Department of Transportation Unified Certification Program (TNUCP) is a cooperative of entities which are recipients of federal funds that have developed a "one-stop shop" for certification throughout the State of Tennessee, of which the Authority is a certifying member. In order to be considered as meeting the DBE goal for this Contract, each business wishing to participate as a DBE or a joint venture DBE, must either be:

- a. **Certified by the Authority or the TNUCP** in accordance with 49 CFR Part 26, or;
- b. **Received affirmation from the Authority or the TNUCP** that their certification from another entity is consistent with and acceptable to the Authority or the TNUCP.

Persons or entities who consider themselves a DBE but who are not certified by Authority or the TNUCP as a DBE, or have not received affirmation from the Authority or the TNUCP that their certification from another entity is consistent with and acceptable to the Authority or the TNUCP will not be considered. Unless a firm meets the criteria above by the time the responses to this solicitation are due, its participation will not be considered as meeting the DBE goal in the solicitation. Each business wishing to participate as a DBE or a joint venture DBE must be certified by the time the responses are due.

6.7 Identification of Contract Goal and Requirements

For this Contract, the DBE goal is established as 37%. In order to be responsive, a Respondent must either meet the goal or make good faith efforts to do so. Good faith efforts are defined in Appendix A to 49 CFR Part 26 and discussed in the following section.

If a Respondent's DBE Assurance Statement proposes a DBE percentage less than the established goal, the Respondent must, at the time of making the response, submit appropriate documentation justifying its submitted DBE percentage. The Authority reserves the right to request additional documentation or information from Respondent regarding its DBE Assurance Statement and; if applicable, any good faith efforts documentation. If the Authority enters a contract based on the Respondent's DBE Goals Accomplishment Statement and documentation, the DBE percentage accepted by the Authority will become a contractual requirement. If the Respondent's DBE Assurance Statement proposes to attain a DBE percentage higher than the established goal, the established goal will remain the contractual requirement.

Respondents shall not contract with, demand, require or coerce a DBE into any agreement or into the signing of any Assurance Statement or any other document which prohibits the DBE from providing subcontracting quotations or doing business with other Respondents. The DBE shall be free to provide their services to any number of Respondents. To ensure that all obligations under sub-contracts awarded to a DBE are met, the Authority will review the agreement between the Respondent and DBE, and Respondent's DBE involvement efforts during the performance of the Contract. The Respondent shall bring to the attention of the Authority any situation in which regularly scheduled progress payments are not made to a DBE. If, in the opinion of the Authority, the Respondent has made significant deviations from the DBE program commitments, it shall be considered a breach of contract.

6.8 *Good Faith Efforts Statement and Requirements*

In order to be responsive, Respondents must either meet the DBE goal or make good faith efforts to meet the goal. Respondents who do not meet the goal must establish adequate good faith efforts by submitting documentation along with the Respondent DBE Goals Accomplishment Statement. This statement should show that they took all necessary and reasonable steps to achieve the DBE goal, which could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful. The Respondent's DBE Goals Accomplishment Statement and supporting documents should conform to the good faith requirements outlined in Appendix A of 49 CFR Part 26.

The following is a list of types of actions that may be part of a Respondent's efforts to obtain DBE participation and may be included in the Respondent DBE Goals Accomplishment Statement and documentation. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

- a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified as a DBE who have the capability to perform the work of the Contract. The Respondent must solicit this interest within sufficient time to allow the DBE to respond to the solicitation and take appropriate steps to follow-up initial solicitations to determine interest.

- b. Selecting portions of the work to be performed by a DBE in order to increase the likelihood that the goals of the DBE will be achieved.
- c. Providing any interested DBE with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with any interested DBE. It is the Respondent's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation.
- e. Not rejecting any DBE as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- f. Making efforts to assist any interested DBE in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist any interested DBE in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of any DBE.
- i. Making efforts to identify and assist eligible firms, which are not yet certified by the Authority or the TNUCP as a DBE, to obtain certification. These types of efforts will have special weight where it appears that the relevant firms will be certified in time for the execution of the Contract.

If a Respondent has not met the DBE goal and submits Respondent DBE Goals Accomplishment Statement and documentation, the Respondent should summarize in detail all good faith efforts taken by the Respondent, including, but not limited to, the activities listed above in A through I, and supporting documentation. While the Respondent should submit documentation to support its good faith efforts at the time of the Response submission, the Authority may ask questions of Respondent or request additional documentation after review of Respondent's DBE Goals Accomplishment Statement and any documentation. In submitting the information required under this section, Respondent understands and agrees that the determination of whether Respondent has met the DBE goal or established good faith efforts to meet the goal is a judgment call that the Authority will make.

6.9 Counting DBE Participation

DBE participation shall be counted toward meeting the DBE goal as outlined in 49 CFR Part 26, especially 26.55. When the Respondent completes an Assurance Statement, the Respondent must include not only the total value of the work to be performed and/or the materials to be supplied by the DBE but also the total amount of DBE participation

that should be counted toward meeting the goal. For example, if a DBE is a regular dealer or supplier of pipe but does not install the pipe, then the Respondent can generally count the dollar value spent on the pipe at 60%. This would mean that if the DBE was supplying \$100,000 of pipe then the contract amount would be \$100,000 but the total amount of DBE participation would be \$60,000 for counting and meeting the goal purposes. If you have any questions about counting, we strongly urge you to consult 49 CFR Part 26. The following may be helpful to you in counting DBE participation and in determining which sections of Part 26.55 you need to review in more detail:

- a. When a DBE participates in a contract or subcontract, the provider will count only the value of the work actually performed by the DBE toward the DBE goals. In a construction contract (and other similar contracts), this will include the work performed by the DBE's own forces and supplies purchased or equipment leased by the DBE as described below, especially (d) (but not supplies or equipment the DBE subcontractor purchases from the prime contractor or its affiliate.) The Respondent will count the entire amount of fees or commissions charged by a DBE for providing a bona fide service toward goals provided that we determine the fees to be reasonable and not excessive. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.
- b. When a DBE performs as a participant in a joint venture, the Respondent will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.
- c. The Respondent will count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract or subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Respondent will evaluate industry practices, the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with work it is actually performing, and the DBE credit claimed for its performance of the work, and other relevant factors. The Respondent will determine questions of commercially useful function with regard to trucking companies under 49 CFR Part 26.55 (d).
- d. The Respondent will count expenditures with the DBE for materials or supplies toward DBE goal in the manner described in 49 CFR Part 26.55 (e). Please review Part 26.55(e) carefully. It is important to note that the rule counts expenditures differently based upon whether the DBE is a manufacturer as defined by the rule (normally counted at 100% percent of the cost), a regular dealer as defined by the rule (normally

counted at 60% of the cost) or neither of the two (normally counted at the entire amount of fees or commissions, or fees or transportation charges, provided they are reasonable). It is important to note that materials and supplies provided by a DBE that is not a regular dealer in those materials and supplies do not count toward meeting the goal. For example, if the DBE is a regular dealer of piping, the DBE cannot purchase office equipment and then supply that office equipment to the prime and count any portion of the cost of the office equipment toward meeting the goal. Such conduct for DBE counting purposes is prohibited by the rules and is considered to be an impermissible and illegal pass-through.

- e. If a firm is not currently certified as a DBE, in accordance with the standards of subpart D of this part, at the time of the execution of the contract, the Respondent will not count the Firm's participation toward any DBE goals, except as provided for in 49 CFR Part 26.87(i).
- f. The Respondent will not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward any goals except as provided in 49 CFR Part 26.87(j).
- g. The Respondent will not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

6.10 Sanctions for Non-Compliance

In case of the Respondent's non-compliance with DBE and/or BDDP requirements as applicable, including, but not limited to, documentation, cooperation, and truthfulness, the Authority shall impose such Contract sanctions as it may determine to be appropriate. This may include but is not limited to:

- a. Withholding of payments to the Respondent under the Contract until the Respondent complies; and/or
- b. Cancellation, termination, or suspension of the Contract, in whole or in part; and/or
- c. Payment by the Respondent to the Authority of an amount equal to the difference in the DBE dollar value contracted for and the dollar value achieved in documented DBE participation or any lesser amount or penalty as deemed appropriate by the Authority, which dollar value shall be considered liquidated damages for failure to perform the requirements of the Contract and for which Respondent and all of its subcontractors agree to be bound.

6.11 Contract Assurance (49 CFR Part 26.13)

The successful Respondent, any successful subrecipient or successful subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this prime contract. The successful Respondent shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the successful Respondent to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

6.12 Prompt Payment / Retainage

The successful Respondent agrees to pay each subcontractor under this prime contract for invoices submitted or normal progress payments for work completed satisfactorily or supplies provided satisfactorily pursuant to its contract and no later than fifteen (15) days from the receipt of each payment it receives from the Authority.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments, and any exceptions to this prompt pay/retainage provision must be requested in writing by the successful Respondent and approved in writing by an Authority Vice-President or higher, prior to the delay or withholding of any payments under this provision.

The successful Respondent will include the following paragraphs in all contracts and/or agreements related to the work under the Contract with subcontractors or suppliers and will require all its subcontractors and suppliers to include the following paragraphs in any contracts and/or agreements related to the work under the Contract with any other third parties and any other lower tier subcontractors or suppliers:

“It is understood and agreed by all involved parties that payment for work completed satisfactorily or supplies provided satisfactorily will be made to the appropriate party no later than fifteen (15) days from receipt of payment for that work or those supplies.

There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing to the Authority and approved in writing by an Authority Vice-President or higher prior to the delay or withholding of any payments under this provision.”

6.13 Termination of DBE Subcontracts

The successful Respondent must not terminate a DBE subcontractor listed in response to this solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which the successful Respondent seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The successful Respondent shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Authority. Unless consent is provided by the Authority, the successful Respondent shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that the successful Respondent has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, the successful Respondent must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

The successful Respondent must give the DBE five days to respond to the notice. In the response, the DBE must advise the Authority and the successful Respondent of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the successful Respondent's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

6.14 49 CFR Part 26

The Respondent shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of Authority contracts. Respondent agrees to provide all its subcontractors and suppliers and to require all its subcontractors and suppliers on this project to provide a complete copy of the **Disadvantaged Business Enterprise (DBE) Requirements** of the Contract to all those who provide supplies or work related to the Contract and to require all those providing supplies or work to be bound by these requirements as it relates to their work related to the Contract.

7 TITLE VI SOLICITATION NOTICE

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it

will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunities to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

8 INSURANCE REQUIREMENTS

The successful Respondent shall submit evidence of required insurance on an original ACORD certificate or comparable insurance certificate form(s) acceptable to the Authority, with required endorsements attached, the earlier of: fifteen (15) working days following award notification or prior to the scheduled commencement of work. Failure to submit the required document(s) may result in rescinding the award. The Contract may thereafter be awarded to the next qualified Respondent. A certificate of insurance is not required at the time of the response; however, an approved insurance certificate and amendatory endorsements are required to be on file prior to the start of the work. In addition, a copy of the policy or policies shall be provided by the successful Respondent upon request.

The insurance requirements are established in Section 23 of the Sample Contract, which is set forth in Section 22 below.

9 BOND REQUIREMENTS

9.1 Surety

Any bond provided to the Authority in connection with the response to this RFP or any resulting agreement shall be executed by the Principal and Surety, and duly issued by an insurer or corporate surety which:

- a. Is authorized to conduct insurance business and provide surety bonds in the State of Tennessee; and
- b. Is otherwise in compliance with the provisions of the Tennessee Insurance Code; and
- c. Is authorized by the United States Department of Treasury pursuant to 31 U.S.C. § 9304-9308; and
- d. Has an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide; and
- e. Notwithstanding the provisions of (d) above, an insurer or corporate surety that is not rated by Best's Key Rating Guide may be accepted by the Authority following a review or investigation of the insurer's or corporate surety's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity, and such other factors as the Authority may deem appropriate.

9.2 **Proof of Surety**

Any Proposal and/or Performance Bond submitted by Respondent must include an original or certified copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the Proposal and/or Performance Bond on behalf of the Surety.

9.3 **Proposal Bond**

Each response must include an original **Proposal Bond** with a valid Power of Attorney, at no cost to the Authority, in the amount of **Five Thousand Dollars (\$5,000.00)**, payable to the Memphis-Shelby County Airport Authority. Failure of the successful Respondent to execute the Contract within thirty (30) days after receiving the Contract document and furnish acceptable surety bonds and proof of required insurance prior to the Contract execution shall be just cause for cancellation of the award and forfeiture of the Proposal Bond, not as a penalty, but as liquidation of damages to the Authority.

Certified or cashier's checks will **NOT** be accepted in lieu of a proposal bond.

Proposal Bonds provided to the Authority in connection with the RFP shall be duly issued by an insurer or corporate surety on a bond form provided by the Authority in Section 19.2, or on a form substantially the same as the Authority's form, and which obligates the surety for at least one hundred twenty (120) days following the date on which responses to this RFP are publicly opened; and that is authorized to conduct insurance business in the State of Tennessee.

Failure to furnish a Proposal Bond with valid Power of Attorney, as specified, will result in rejection of Proposal for non-compliance.

9.4 **Performance Bond**

The successful Respondent will be required to furnish a **Performance Bond** at the time of Contract execution and prior to the start date of the Contract, in an amount **equal to contract price**, to guarantee the principal's performance of the Contract. The Performance Bond shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

9.5 **Contractor's Responsibility**

The successful Respondent is solely responsible for providing surety bonds in connection with this RFP and its resulting contract. Subcontractors are not required to provide any type of surety bond to the Authority in connection with this RFP and or its resulting contract.

10 **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11 SECURITY AND ACCESS

11.1 General Requirements

The successful Respondent shall comply with all Airport Security requirements concerning access to restricted areas of the buildings or airfield. Access to certain areas of the buildings may be restricted to off-peak working or operational hours or other reasons, and the Respondent will conduct their work accordingly. If the Authority determines that any employee(s) of the successful Respondent should not work on the Authority's property or on the Contract, the successful Respondent will immediately comply with the Authority's request to remove employee(s).

The successful Respondent and all employees performing duties under the Contract shall conform to all applicable aviation security procedures regarding the issue, wearing, replacement, and return of personal identification badges, as defined in the Airport Security Program (available through the Airport Identification Office) approved by the Transportation Security Administration (TSA) and amended from time to time.

All employees working under the Contract will be required to display on their person, at all times while on duty, an identification badge issued by the Authority. Identification badges will be worn on the outermost garment above the waist.

The successful Respondent will provide the Authority with a badge application signed by the authorized signatory of the successful Respondent.

Prior to the issuance of the airport identification badge, an airport badge application must be prepared and submitted to the Airport Identification Office. The application form for airport identification will be provided by the Authority and properly completed by the successful Respondent.

All employees must be able to meet the requirements of the TSA in order to receive an airport identification badge. Individuals will be issued a badge by the Airport Identification Office only after they have met all necessary security and training requirements including the appropriate certifications of the fingerprint-based background check and the Security Threat Assessment. Authority shall be responsible for all fees associated with the successful Respondent's badge applications; Respondents should not include any costs for badge application fees in their proposals.

In order to ensure control and accountability of airport identification badges, the successful Respondent will notify the Authority of the termination of any employee immediately and submit written notification of badge status of terminated employees within twenty-four (24) hours to the Security Access Supervisor, Airport Identification

Office. The Airport Identification Office shall be immediately notified if the badge is not recovered for any reason. Failure to recover the identification badge and return it to the Airport Identification Office will result in a one hundred dollar (\$100.00) fee assessed to the successful Respondent. The successful Respondent will also receive a Monthly Status Report and will verify accuracy of that report on a monthly basis.

ID badges reported lost or stolen must be thoroughly investigated and closely scrutinized. Replacement ID badges may be issued only upon written request from the Respondent. Such request must be on Company letterhead, stating the circumstances surrounding the loss, and be signed by an authorized Company representative on file with the Airport Identification Office. Replacement fees will be assessed to the successful Respondent; replacement fees for lost or stolen badges will be:

- First replacement \$100.00
- Second replacement \$150.00
- Third replacement* \$200.00

*Requires approval of the Director of Operations and Public Safety

11.2 Security Checkpoint Procedures

Security Checkpoints are located throughout the MEM terminal building. These checkpoints prevent access to certain “restricted” areas. Personnel must have the proper photo identification badge, as described in Section 11 Security and Access, in order to access areas beyond these checkpoints.

11.3 Operations of Others

During the time that successful Respondent is performing under the Contract, other persons may be engaged in other operations on or about the work site, including facility operations, pedestrian, bus, and vehicular traffic and other contractors performing at the work site, all of which shall remain uninterrupted.

The successful Respondent shall so plan and conduct its operations to work in harmony with others engaged at the site and not to delay, endanger, or interfere with the operations of others, whether or not specifically mentioned above, and in the best interests of the Authority. All operations should be conducted in a manner that ensures the safety and well-being of others.

12 TERMS OF PERFORMANCE

The Authority will contract with a single Respondent to provide services under the direction of the Authority’s Maintenance Department, as outlined in the Scope of Services in this RFP.

12.1 Contract Negotiations and Contract Form

One Respondent will be selected for contract negotiations in accordance with Section 18.4. Realizing that the final basis for agreement between the successful Respondent

and the Authority must be a contract, Respondents shall indicate their willingness to negotiate a Contract acceptable to both Parties. This RFP and specified portions of the successful Respondent's response shall be incorporated into such Contract. The successful Respondent shall be required to execute a written contract with the Authority. The Authority will not execute the successful Respondent's standard contract.

12.2 Cancellation

Should the successful Respondent fail to meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the remainder of the contract term to the next qualified Respondent. If the Contract is cancelled, all materials provided to Contractor shall be returned to the Authority.

12.3 Term of Contract

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract (Contract Term). The Authority, in its sole discretion, reserves the option to extend the Contract Term for four (4) additional periods of one (1) year each (Renewal Terms) by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the four (4) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

12.4 Convenience Termination of Contract

The Authority may, at any time upon thirty (30) days written notice to successful Respondent specifying the effective date of termination, terminate the Contract, in whole or in part, when the Authority deems it to be in the Authority's best interests.

12.5 Payment and Billing Requirements

12.5.1 Invoice Submittal

Invoices for payments related to the services rendered under the Contract shall be presented at the completion of each task as described below. Payment will be made only for correct invoices presented with a complete itemization of the services rendered. Incorrect invoices will be returned for correction, unpaid. All invoices must include the contract number and/or the purchase order number. The successful Respondent must email the invoice to the email address below:

Finance Department - acctpayable@flymemphis.com

12.5.2 Payment Terms

The Authority shall use its best efforts to pay invoices within net thirty (30) days from the receipt of a correct invoice.

12.5.3 Taxes

The Authority is exempt from Local, State, and Federal taxes. Tax certificates will be issued to the successful Respondent.

13 SCOPE OF SERVICES

13.1 Overview

This Solicitation is intended to provide an opportunity for Service Providers to perform janitorial services at Memphis International Airport (MEM or Airport). MEM and its partners strive to provide outstanding customer service. One component of the customer experience is clean facilities, and the Authority's goal is to identify a partner that will help to ensure increased level of customer satisfaction through outstanding janitorial services. Proposers should be prepared to document their success in providing "Best-in-Class" janitorial services in a commercial environment, with extremely heavy public traffic. The Proposer's Operational Plan shall be in sufficient detail to ensure janitorial services proposed are "Best-in-Class".

Proposers should factor into its Proposal that these are not normal office buildings or industrial facilities. These facilities are critical to the operation of a busy Airport. The activities conducted in these facilities support the movement of millions of people through the facilities. The specified service needs and standards are a part of the normal operation of the Airport and should be proposed as such.

MEM is in the midst of Terminal Modernization, which is making major renovations to the Terminals and their infrastructure. Terminal Modernization will impact janitorial services at Terminals A, B, and C. While a plan and timeline exist for portions of Terminal Modernization, it is evolving and subject to fluctuation. This Contract's Scope of Work, labor requirements, scheduling and other specifications, including contractor compensation, may be impacted. If the Scope of Work change is significant, the Authority will negotiate with the Contractor for an appropriate price adjustment using prices proposed as a basis for reasonableness of price adjustment.

13.2 Description of Included Facilities

Terminal 2491 Winchester Road					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
Tunnel	Public Areas, Sidewalks, etc.	14,233	24/7	24/7	

Ground	Public areas, stairwells, restrooms, break rooms, offices, elevators, sidewalks, etc.	76,539	24/7	24/7	
Ticketing	Public areas, stairwells, restrooms, elevators, sidewalks, and Terminal C connector	73,488	24/7	24/7	X
Mezzanine	Mezzanine Walkways	18,666	24/7	24/7	
Concourse	Public areas, stairwells, restrooms, elevators, moving sidewalks, and 25 passenger boarding bridges (PBBs)	377,791	24/7	24/7	X
Federal Inspection Service (FIS)	Public areas, stairwells, restrooms, elevators, and escalators	41,595	24/7	2x per week	X
Tunnel	Steam and Refrigeration	1,655	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	
Tunnel	Maintenance offices, shop area	5,236	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	
Mezzanine	Management Offices, stairs	33,993	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	ID Offices	5,224	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	
	Two Security Checkpoints	2,513	24/7	24/7	
	Police Substation	596	24/7	24/7	
All Ticket Counters	Passenger-facing Surfaces and Carpeted Areas behind counters	7249	24/7	24/7	
Common Hallways	Behind Ticket Counters	1725	24/7	24/7	

Common Area Restrooms, Ramp Level	Below Gates 10-12	864	24/7	24/7	
Rotunda Elevators	Including associated hallways on concourse and apron levels	641	24/7	24/7	

GTC					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
	Ground Transportation Offices	27,270	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	

CDF 4490 Louis Carruthers Drive					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
*First Floor	CDF Control Facility	703	24/7	Varies; see section 13.4.5	
*Second Floor	CDF Control Facility	1,791	24/7	Varies; see section 13.4.5	
*Third Floor	CDF Control Facility	1,637	24/7	Varies; see section 13.4.5	

Project Center 4225 Airways Blvd.					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
	Project Center	15,491	M – F 8:00 AM – 4:30 PM	M – F 8:00 AM – 4:30 PM	

USDA 3150 Tchulahoma Rd. Suite 6					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
	USDA	4409	Wed/Fri	Wed/Fri	

Parking 2491 Winchester Rd.					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
	Bus Shelters	940	24/7	24/7	
	Guard and Cashier Booths	400	24/7	24/7	
	Taxi Hold Station	1,000	24/7	24/7	
	Pedestrian Plaza	80,044	24/7	24/7	
	Security Contractor Building	5,110	M – F 8:00 AM – 5:00 PM	M – F 8:00 AM – 5:00 PM	

MSC Building 4150 Louis Carruthers Drive					
Level	Description Facility	Square Footage	Hours of Operation	Janitorial Hours of Operation	Secure Area
	Police	13,251	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x
	Operations	8,539	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x
	*Airfield Maintenance	13,433	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x
	Break room/Comm	14,788	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x
	Procurement	2,729	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x
	Warehouse	13,296	M – F 7:00 AM – 3:30 PM	M – F 7:00 AM – 3:30 PM	x

*The following rooms of the Airfield Maintenance and Operations Facility are excluded:

- Paint Equipment Storage
- Paint Storage
- Paint Shop
- Spare Parts Storage
- Electric Shop
- Sound System
- Expendable Storage
- Small Engine Storage
- Parts Room
- Carpentry Shop
- Mechanics' Work Area
- Mechanical Room
- Machining Fabrication Welding
- HVAC Mezzanine
- Tire Mezzanine
- Data

13.3 Public Restroom Inventory

Restroom ID/Location	Type	Toilets	Urinals	Sinks	Hand towel Dispensers	Soap Dispensers
A Baggage	Women	6	0	4	1	2
A Baggage	Men	3	3	3	1	2
B Bag Lobby East	Women	3	0	4	3	3
B Bag Lobby East	Men	4	6	6	4	4
B Bag Lobby East	Family	1	0	1	1	1
B Bag Lobby West	Women	3	0	4	3	3
B Bag Lobby West	Men	4	6	6	4	4
B Ticket Lobby East	Women	5	0	6	4	4
B Ticket Lobby East	Men	4	5	6	5	3
B Ticket Lobby East	Family	1	0	1	1	1
B Ticket Lobby West	Women	5	0	6	4	4
B Ticket Lobby West	Men	4	5	6	4	3
B Ticket Lobby West	Family	1	0	1	1	1
B Checkpoint	Family (2)	2	0	2	2	2
Restroom ID/Location	Type	Toilets	Urinals	Sinks	Hand towel Dispensers	Soap Dispensers
C Baggage	Women	6	0	3	1	2
C Baggage	Men	3	3	3	1	2
C Checkpoint	Women	7	0	7	2	4
GTC	Women	3	0	2	1	1
GTC	Men	2	1	2	1	1
Gate 4	Women	17	-	7	7	7
Gate 4	Men	5	10	7	7	7

Gate 4	Family	1	-	1	1	1
Gate 4	Mother's	-	-	1	1	1
Rotunda	Women	10	-	6	6	6
Rotunda	Men	4	6	6	6	6
Gate 10	Women	17	-	7	7	7
Gate 10	Men	5	10	7	7	7
Gate 10	Family	1	-	1	1	1
Gate 10	Mother's	-	-	1	1	1
Gate 13	Women	19	-	7	7	7
Gate 13	Men	5	10	7	7	7
Gate 13	Family	1	-	1	1	1
Gate 13	Mother's	-	-	1	1	1
Federal Inspection Service (FIS)	Men's	4	7	7	2	7
Federal Inspection Service (FIS)	Women's	8	-	7	2	7

13.4 Base Services

The goal for the janitorial services Contractor is to provide clean, safe, high quality, reliable and uninterrupted facility operations to all tenant airlines and their passengers. In order to achieve this goal, the Contractor shall:

- Respond to all trouble calls, and perform the necessary janitorial service or action effectively and efficiently;
- Establish and implement a quality control program that results in continuous improvement in the Contractor's customer service, methodologies, processes, effectiveness, and performance;
- Perform janitorial maintenance procedures at a level that meets or exceeds the defined service level required by the Authority;
- Provide all supervision, manpower, materials, tools, parts (if required), supplies (except for those provided by the Authority), and equipment necessary to perform all the services as described herein;
- Provide full janitorial maintenance to the facilities described herein, 24 hours per day, 7 days per week, and 365 days per year. All monthly, quarterly, semi-annual and annual janitorial maintenance tasks, which would interfere with the tenant operations, shall be performed

between the hours of 12:00 AM and 4:30 AM (unless otherwise approved by the Authority). Successful Proposer shall submit a plan two weeks prior to beginning service, for all routine janitorial work that is performed during normal operating hours (4:30 A.M. and 11:59 P.M.) and routine deep cleaning performed during the hours of 12:00 A.M and 4:30 A.M. This plan requires initial (one-time) approval by the Authority.

13.4.1 Restrooms Deep Cleaning

Shall be completed once (1) daily by means of chemically neutralizing and disinfecting all restroom fixtures and apertures. Services can either be performed manually or mechanically so long as the restroom has been satisfactorily disinfected.

13.4.2 High-Touchpoint Cleaning

Shall be completed once (1) daily by chemically cleaning and disinfecting either by rag or electrostatic mechanical systems to include areas of high touch, but not limited to handrails, doorknobs, arm rest, counters, podiums, and ledges.

13.4.3 Waste Disposal

Trash will be removed daily, as needed, when containers are no more than ½ full of waste. Trash will be disposed of in designated areas and will not be allowed to be stacked in any public use space.

13.4.4 Window Cleaning

To be completed on “as needed” basis. Work will be completed interior/exterior in a manner that will not interfere with passenger flow or aircraft operations. Work will be quoted and billed at an hourly rate/per hour, per employee.

Location	Frequency
Terminal Mezzanine	Quarterly
Ticketing	Daily
Baggage	Daily
Tunnel Entrances	Daily
Concourse	Every 2 months
Ground Transportation Center (Rental Car Area)	Once per Month

13.4.5 CDF Control Facility

CDF Control Facility services include, but are not necessarily limited to, floor maintenance, office cleaning, restroom cleaning, trash removal, detail dusting, glass

cleaning and surface wipe downs. These services will be provided at least three times per week during the deicing peak season (November, December, January, and February) and at least one time per week during the deicing off-season (March, April, May, June, July, August, September, and October).

CDF Control Facility services include stripping waxing of hard-surface floors and carpet cleaning at least once every six months.

13.5 Responsibilities of the Janitorial Service Contractor

13.5.1 Operations and Maintenance

The Contractor shall be responsible for janitorial operations and maintenance of the maintained facilities in their entirety in a manner consistent with the Authority's requirements as identified in this Section.

13.5.2 Response

The Contractor shall be responsible for continuous response to janitorial service requests made by the Authority's representative.

13.5.3 Materials & Equipment

The Contractor shall be responsible for the procurement of all vehicles, equipment, tools, parts and materials required to perform the services defined herein. Equipment shall be new, numbered and kept in good working condition and appearance.

13.5.4 Employees

The Contractor shall be responsible for and have sole accountability for Contractor's employees, including interviewing, hiring, training, taxes, payroll, etc.

13.5.5 Resources

The Contractor shall furnish all resources (i.e. supervision, labor, tools, equipment, materials, and supplies outside of what is provided by the Authority) necessary to fulfill all the requirements and satisfactorily perform all the services described in this Request for Proposals in a safe, orderly, timely, efficient and workmanlike manner. The Contractor shall provide any additional resources, beyond the Contractor's Proposal, to fulfill the requirements at no additional cost to the Authority.

13.5.6 Inventory

The Contractor shall be responsible for identifying and establishing a stock of critical supplies. The Contractor should review critical supplies inventory and make recommendations for changes if necessary to ensure Contract performance will not be negatively impacted.

The Authority shall own all janitorial supplies stored at the property. The Contractor shall be responsible for the management, inventory, storage, and safe-keeping of

the Authority's inventory, including protection deterioration or damage resulting from exposure to the elements.

The Contractor shall manage the inventory owned by the Authority, be responsible for the janitorial supplies inventory owned by the Authority, and for procuring, storing and re-ordering Contractor furnished supplies consumed during the Contract period. The Contractor shall also present an Inventory Management Plan that shows an acceptable method of securing/purchasing supplies from suppliers at a competitive price to replace or augment the existing janitorial supply inventory. It is the Contractor's responsibility to maintain on-site a stock of critical supplies for the immediate janitorial requirements.

The Authority will provide all supplies listed in Attachment B.

13.5.7 Safety Equipment

The Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its workers.

13.5.8 Office Equipment and Supplies

The Contractor shall be responsible for providing, at its sole expense, all materials, office equipment and supplies, furniture, fixed improvements and any other equipment it may require in the office space.

13.5.9 Signage

The Contractor shall be responsible for providing janitorial signage including, but not limited to, the following: Wet Floor; Out of Order; Not in Service. Handwritten signs are to be used only in emergencies and shall be replaced as soon as possible.

13.5.10 Time Recording System

The Contractor shall use a bio-metric time recording system or institute a program to accurately account for their and its subcontractor's employee's time and attendance. The Contractor's system shall be approved by the Authority.

13.5.11 Reports

The Contractor shall be responsible for providing daily, weekly, monthly and annual reports as required by the Authority.

13.5.12 Scheduling

The Contractor shall assume responsibility to cooperate in all respects with the tenants and the Authority and/or their representatives. Preventive maintenance and non-scheduled maintenance tasks shall be coordinated with and scheduled around the daily requirements of the affected airlines' operation so as not to affect the tenants' or Airport's operations.

13.6 Quality Control and Performance Monitoring

13.6.1 Quality Audits and Reporting

A collaborative quality control and quality assurance program involving both the Contractor and the Authority will be necessary to be successful in the execution of this contracts. The Contractor is expected to perform its own quality control on their cleaning program and provide the results of those quality control inspections in a report format at regular frequencies, no less than monthly.

Authority staff will be performing quality assurance audits of the facilities on a weekly basis and will be providing those inspection reports to the Contractor(s) for its information and action.

Quarterly Executive inspections will be performed in select areas of the facility. The format of these inspections will follow the same format as the Authority quality assurance audits.

The Authority utilizes a point rating schedule for Authority inspections of the facility, based on the APPA standard five levels of clean.

The Authority expects an airport cleanliness equivalent to APPA Level 2 or higher as described above.

13.6.2 Equipment

Each contractor should provide equipment having less than 1,000 hours of operating time, and less than 5 years old (Like New) adequate to cover the area they are awarded. Each contractor shall provide a comprehensive list of all equipment to be utilized in the area(s) for which the contractor is proposing, by area. Each contractor shall explain the type of equipment that will be utilized. Any such proposed equipment must be of the appropriate type and strength for use in a high volume commercial setting. Contractors are not allowed to use any Authority equipment without prior written approval.

13.6.3 Training

Individual contractors will have training programs for their staff. It is expected that the staff of the Contractor perform to the quality level necessary, while also providing a positive customer experience to the traveling public, tenants and airport employees. Each contractor shall provide a copy of the site-specific training program they utilize to train staff. The Contractor shall outline their training plan for new employees as well as ongoing training for existing employees.

13.6.4 Security Program

Due to the nature of the work performed by the Contractor(s), employees will transport materials and equipment throughout the facility. It is the responsibility of the Contractor to develop a security program for their employees and train all employees in how to ensure the appropriate security and chain of custody for all materials and equipment with which they work.

13.6.5 Safety Program

The Contractor must create and maintain safe working conditions for all workers performing work under this Contract and must monitor subcontractors to ensure that they are creating and maintaining safe working conditions for their workers. Contractor shall enforce safety protocols and train workers in best practices. Contractor will comply with all applicable federal, state and local laws, rules, regulations, and orders to maintain safety and prevent accidents or injury to persons on, about or adjacent to any area in which work has been or is being performed. The Contractor shall monitor subcontractors to ensure subcontractors are similarly enforcing such protocols, training their workers in best practices and complying with all applicable laws, rules, rules, regulations and orders to maintain safety and prevent accidents or injury to persons on, about or adjacent to any area in which work has been or is being performed.

13.7 Performance Management and Environmental Stewardship

13.7.1 Customer Experience

It is the goal of the Authority to deliver an excellent, seamless airport experience across the continuum of services provided to the Authority's customers, regardless of who is responsible for delivering the specific services.

Janitorial service is a strategic area of importance for customers and to the Authority. To enhance customer satisfaction, the Authority solicits customer feedback via social media and other electronic survey platforms. Terminal and restroom cleanliness are key performance indicators that are measured. The Authority will meet regularly with Contractor(s) to review customer survey data. Contractor(s) are expected to be responsive and take corrective actions to improve customer satisfaction.

13.7.2 Staff Management

The success or failure of the janitorial services at Memphis International Airport is closely related to the management of the staff performing the janitorial work. The strategies, tools, techniques, management philosophies, means and methods a company utilizes to execute a janitorial service contract at an airport similar in size to the Memphis International Airport will differentiate service providers.

The proposing company's management philosophy as it relates to people, safety, efficiency, customer satisfaction and quality performance is fundamental to the Authority's selection of janitorial contractors under this RFP.

The safety of the workforce and the traveling public is paramount to the Authority. The proposed company's safety program for their workforce, as well as for the traveling public, will be an indicator of the overall success of the company in executing the Contract successfully.

Many other means, methods, management techniques, tools and strategies can be utilized by the proposing company to differentiate themselves from their

competition. An understanding of the proposing company's methods that will differentiate themselves will be utilized in selecting the preferred provider.

13.7.3 Environmental Stewardship Program

13.7.3.1 Environmentally Preferable Products

Where available, or unless otherwise specified in the work request and approved by the Authority, the Contractor shall use only Environmentally Preferable Products (EPP) certified as such by a Type I (i.e., third-party) label in accordance with the ISO 14024 Environmental Labeling Standard. Examples of acceptable EPP labels include:

- *Green Seal* (e.g. GS-1, GS-34, GS-37, GS-40, etc.);
- *U.S. Environmental Protection Agency's Design for the Environment "DfE"*;
- *EcoLogo*;
- *Forest Stewardship Council*.

Exemptions for non-environmentally preferable supplies, chemicals, and products may be granted by the Authority on a case-by-case basis provided the Contractor can demonstrate that no certified environmentally preferable alternative is available or meets performance requirements of the intended application. The Contractor must submit requests for exemptions in writing to the Authority Contract Administrator and receive exemption approval from the Authority Contract Administrator before use of the specified product on any Authority property or at any Authority facility.

13.7.3.2 Documentation and Standard Operating Procedures

The Contractor will maintain documentation of all supplies, chemicals, and products purchased by The Contractor and used at Authority Facilities. Documentation must include, at a minimum, manufacturers specifications, Safety Data Sheets (SDS), Technical Bulletins, and confirmation of EPP certification. Documentation shall be kept on site and made available for review upon request by the Authority.

Standard Operating Procedures (SOP) for proper disposal methods of all cleaning wastes, including floor care stripping wastes, rinse water, and other waste material shall be developed and submitted for approval to Authority's Manager of Environmental Services. The Contractor shall maintain, and make available to the Authority upon request, written documentation and policies related to storage, cleaning, handling, and disposal of any chemicals or other materials.

13.7.3.3 Hazardous Materials, Energy Policies and Environmental Issues

The Contractor must comply with all applicable Federal, State, and Local regulations, and Airport Rules and Regulations. The Contractor shall collect and dispose of all waste water and other chemical wastes generated from cleaning activities at an approved onsite location or off-site. The Contractor shall not discharge wash water or any other waste to the Authority's Storm Drainage System.

13.7.3.4 Sustainable Packaging

The Contractor will work with suppliers to increase the recycled content of packaging and reduce the overall amount of packaging associated with delivery of supplies and materials. To the maximum extent practicable, all packaging for supplies and materials should be easily recyclable or returnable to the manufacturer for reuse at no additional cost to the Contractor or the Authority.

13.7.3.5 Support Authority Waste Minimization and Recycling Program

The Authority is committed to minimizing waste and providing waste reduction and recycling opportunities for customers, tenants, and employees. The Contractor shall support Airport Waste Minimization Goals by participating in Airport recycling programs, supporting terminal-wide recycling initiatives, and implementing, at a minimum, the following waste minimization strategies:

- Ensure collected waste, recyclables, and compostable material is properly disposed in designated containers, compactors, or dumpsters located at service docks.
- Ensure waste and recycling collection containers are clearly labeled and arranged for convenient use. Damaged or worn labeling will be repaired, replaced, or reported to Authority Contract Administrator as needed.
- Conduct periodic waste audits within Airport facilities as directed by Authority staff.
- Coordinate with the Authority's Manager of Environmental Services to deliver Airport Waste Minimization training to Contractor employees at least annually and as needed.
- Compile and maintain inventory tracking systems for airport waste receptacles, Authority provided collection bins for tenants, and recycling program decals and labels.
- Evaluate feasibility of new, and expansion of existing waste diversion opportunities (e.g., restroom paper towel composting) in collaboration with Authority staff.
- Deliver Authority provided waste collection bins, posters, and decals to tenants for use in back-of-house tenant leased spaces, and assist with setup and labeling.

14 QUALITY STANDARDS

The Contractor shall furnish all labor, cleaning supplies, materials, equipment, tools, vehicles, uniforms, chemicals and supervision necessary to satisfactorily perform the work required under this Agreement. Lack of staff or equipment will not be accepted by the Authority as a reason for failure to perform.

It is not the Authority's intent to require a specific brand of supplies or equipment; however, the Authority reserves the right to review the Contractor's proposed cleaning equipment and materials. If the selected equipment and materials do not, in the Authority's opinion, provide effective sanitation and/or cleanliness of the Airport Facilities, the Authority may request alternate cleaning equipment or materials which conform to preferred specifications and industry standards. The Authority reserves the right to make exceptions to any criteria within this document on a case-by-case basis if no products meeting the criteria can be found that will achieve the Authority's desired cleaning standard. The Authority also reserves the right to obtain samples and conduct independent testing to verify product effectiveness, compliance with the criteria below, and the accuracy of the SDS.

14.1 *Minimum Standards for Janitorial Services*

The Contractor shall be required to define its cleaning processes and frequencies, and to provide a detailed cleaning schedule prior to the award of this Contract. Documentation shall be kept by the Contractor showing that the proper cleaning processes have been performed and the agreed upon cleaning schedule has been met.

The Contractor shall schedule the daily cleaning requirements to achieve complete facility cleaning. The Authority reserves the right to approve and make suggested changes to the schedule. An established Cleaning Plan will become an addendum to the Contract. The Cleaning Plan will consist of the Contractor's description of the processes it will be utilizing to ensure the Airport cleanliness, as well as the frequencies forecast (per the cleaning standard matrix) for those processes. Changes to the Cleaning Plan shall be mutually agreed upon by both parties. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.

If the end result of the proposed processes, schedule and frequencies is below standards then it is the Contractor's responsibility to correct the deficiency within twenty-four (24) hours of notification of the discrepancy for disruptive cleaning work and within thirty (30) minutes for work that can be corrected without adverse impact to Airport operations.

The following are the minimum standards the Contractor will be required to meet. By signing the RFP response, the Contractor agrees to meet or exceed the minimum standards listed below. If the Contractor takes exception to any of the following minimum standards or wishes to detail or clarify how it would exceed the minimum standard, it should include that information with its proposal.

14.2 *Surface Standards*

14.2.1 **Plumbing Fixtures and Dispenser Cleaning**

Plumbing fixtures (i.e., toilets, sink basins, urinals, faucets, etc.) and dispensers are clean and free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance. Care shall be taken to

ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures and do not harm or stain finishes of walls or stalls.

14.2.2 Metal Cleaning

All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges and streaks. Cleaning agent is to be removed from all adjacent surfaces, and surrounding finishes will not be damaged.

14.2.3 Glass Cleaning - Surfaces

Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and have a uniformly bright appearance, and adjacent surfaces, including mullions and window sills, have been wiped clean. Glass cleaning work shall be accomplished with the least possible interference to airport passengers and operations. Dark or tinted glass is to be included in cleaning service.

14.2.4 Window Cleaning Standards

Cleaning of all interior and exterior windows, for all Airport Facilities are included as a part of this Agreement, with the exception of the interior windows located within Airport Concessionaire leased space. Windows shall be free of dust and loose, adhered, and impregnated soil over the entire surface of the glass. When cleaned, the glass shall be clean and free of streaks, drips, mildew, and fingerprints, and all moisture shall be removed from sills, sunshades, louvers, mullions, connecting pipes, related supporting structures, light fixtures, walls, and floor surfaces.

14.2.5 Wall Cleanliness – Surfaces

After cleaning, the surfaces of all walls, exposed pipes and equipment will have a uniformly clean appearance, and be free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits. Tile grout joints shall be clean and free of mold, mildew and stains.

14.2.6 Spot Cleaning Carpets – Surface

A carpet adequately spot cleaned is free of all stains, deposits, gum, and spills, leaving a uniform appearance. Care will be taken to use a product that will not harm the carpet fibers and will ensure complete surface removal. Adjacent surfaces will be protected or cleaned following the spot removal operation.

14.2.7 Spot Cleaning Fabrics – Surface

All stains, gum, food debris, sticky substances, vomit, trash, bio-hazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces as necessary, using proper cleaning products. The selected Contractor shall take care to use a product that will not harm the fabric fibers and ensure complete spot removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation.

14.2.8 Waste and Recycling Receptacles – Surface

Waste and recycling receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions. Walls or surfaces surrounding the receptacles are to be spot cleaned, and the floors under and near the cans are to be clean and kept free of stains, spots, rust, and rings. Liners are to be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned and sanitized, inside and out as needed. All receptacles in the public areas are to be kept neatly aligned, and the receptacle(s) turned with lettering or signage facing out for easy visibility.

14.2.9 Drinking Fountains, Checkpoint Liquid Drain Stations, and Bottle Filling Stations – Surface

Drinking fountains and bottle filling stations shall be free of streaks, stains, spots, smudges, scale, and other removable soil, and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain. Care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots and stains.

14.2.10 Telephones – Surface

Telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti and smudges. Telephones shall be cleaned and sanitized and left with a uniformly bright appearance.

14.2.11 Elevators and Adjacent Areas

All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

14.2.12 Escalators, Moving Walkways and Adjacent Areas – Surfaces

All interior and exterior areas, cladding, glass, landings, handrails, switches, buttons, controls and related equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks and be maintained in accordance with standards listed herein. Tread and riser cleaning are excluded. Tread and riser cleaning will be performed by the Authority's maintenance staff. Adjacent floor areas are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

14.2.13 Stairwells/ Halls – Surfaces

All walls, floors, stairs, stair treads, doors, door thresholds, and glass will have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes will be maintained according to the standards listed herein; care and detail shall be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs and debris and pressure washed according to need. Railings will have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

14.2.14 Vents/Grills/Exhaust Fans/Light – Surfaces

Exterior equipment covers, which include vents, diffuser and exhaust fans, grills, and light fixtures, will have a uniformly clean appearance, free from dirt, dust, stains and cobwebs. Coordination shall be made with the Building Maintenance team to ensure equipment is in the appropriate state for cleaning.

14.2.15 Concrete Floor Areas

Concrete floor areas are to be swept free of all dirt and dust, litter and debris removed, and spot cleaned as required. Scrub coated concrete floor surfaces as needed to maintain surfaces free of embedded soiling, film, removable stains, gum, marks and standing water. Trash cans, seating and other movable items will be shifted for complete cleaning of floor surface and returned to original positions. Floor will have a uniformly clean appearance. Dust and clean all ledges, edges and maintain walls, railings, and windows according to standards listed herein.

14.2.16 Carpet Floor Surface Standards

The following standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for carpets, shall be included as though written into these specifications.

Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. Upon completion of routine work, carpet shall be free of debris, soil and dust and shall present a uniform and bright appearance when dry. Practices shall be implemented to prevent damage to carpet fibers.

All carpets are to be maintained utilizing means and methods that are in accordance with manufacturer's recommendations. Utilization of cleaning and care methods prohibited by the manufacturers is prohibited.

The Contractor is responsible for the appropriate care and cleaning of the interior and exterior walk-off mats. After service, the mats shall be free of all visible lint, litter and soil. Soil underneath entrance mats shall be removed, rubber backing shall be cleaned to prevent mats from shifting or "walking," and clean mats returned to their normal location.

The Contractor is responsible for moving and replacing all furniture, seating, waste receptacles and non-stationary objects in the areas to be cleaned, to ensure the

entire floor surface will be cleaned. Carpet odors are to be removed, and carpet is to be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry by 4:00 a.m.

Interim cleaning shall be performed as necessary to provide for carpets free of spots, and accumulated dirt and grime. Chairs, trash and recycling receptacles, tables, benches and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry.

Deep cleaning of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Chairs, trash and recycling receptacles, tables, benches and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Ensure proper drying of carpets. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.

Regular spot removal cleaning of carpet in all Airport public areas is required by the selected Contractor to ensure a visibly clean surface. The Contractor shall remove all stains, gum, food, debris, sticky substances, vomit, trash, bio-hazard spills, and other substances from the carpet. Care will be taken to use a product that will not harm the carpet fibers and ensure complete surface removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation. Damaged carpet shall be reported to the Contract Administrator (CA) with a description and location. Notification of damage or of stains that cannot be removed from a surface shall also be forwarded to the Authority's CA no later than the following work day.

14.2.17 Non-Terrazzo Hard Floor Surface Standard

The following standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for all hard floor surfaces, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. The end result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt, soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the cleaning technique employed.

Hard floor surfaces which have been swept, mopped, or cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor, so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. The selected Contractor is responsible for moving and replacing all furniture and small items in the area to be cleaned.

All finished floor areas will be polished to a high sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring that does not have an intended matte finish. All residual dust from this process will be removed from the floor, edges, and baseboards, and surrounding surfaces will be buffed.

14.2.18 Terrazzo Floor Surface Standards

The following standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for all terrazzo floor surfaces, shall be included as though written into these specifications. Terrazzo floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. The end result of all terrazzo floor cleaning procedures is to leave all surfaces free of dust, dirt, soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any terrazzo floor surface irrespective of the cleaning and polishing technique employed.

All terrazzo floor surfaces shall be maintained in accordance with the guideline provided by the National Terrazzo and Mosaic Association titled "The Care of Terrazzo" copyright 2012. Terrazzo floor finishes shall be polished in such a fashion to create or maintain a high level of gloss and a non-slip surface. Care shall be given to ensure wax buildup is minimal to prevent discoloration of the wax.

14.2.19 Ceilings

Ceilings shall have a uniformly clean appearance, free from dirt, dust, stains, marks, streaks, lint and cleaning marks.

14.2.20 Tables / Chairs / Counters

All furniture surfaces, table tops, counters, seats, backs, legs, feet, arms and seams shall be wiped clean, and fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Tables and chairs that have been displaced shall be repositioned and straightened, taking care to prevent damage to wall finishes.

14.3 Specific Area Cleaning Standards

14.3.1. 3150 Tchulahoma Road Suite 6

- a) Daily office cleaning 5 days per week, 260 days Annually (Excluding Office Holidays)
- b) All janitorial supplies are to be supplied by the contractor will include, but not limited to, cleaning agents, cleaning equipment, paper supplies, soap supplies, dispensers and associated equipment necessary to provide janitorial services.
- c) Company will be responsible for the cleaning of approximately 5,000 sq. ft. of general office space, restrooms, breakrooms, common use areas, conference room space, storage space, and windows.

- d) Cleaning will be defined as dusting, mopping, sweeping, vacuuming, shampooing, scrubbing, polishing, clearing, emptying of trash, and sanitation of the leased area.
- e) Company will be responsible for coordinating with the tenant appropriate times of access to the facility and will not be allowed to incur additional overtime expenses without express consent of the Authority.
- f) Company will provide for clearing of sidewalks and entryways into the facility at 3150 Tchulahoma Road, Suite 6, for a distance of 10 feet in any direction from the facility's point of entry during inclement weather on an as-needed basis. The Authority will provide all equipment and material necessary to complete the task when needed.

14.3.2 Pedestrian Plaza

Pedestrian Plaza from Terminal B tunnel exit continuing to the EPS, Economy Parking Structure, for Levels 1 – Level 7 and associated ground level as per Attachment A. The following services will be requested on a daily, weekly, and quarterly basis for the area identified as the Pedestrian Plaza/EPS.

Daily Services:

- a) Daily trash removal for all cans located within the designated areas.
- b) Policing of area for debris (trash/smoking containers, loose or collected debris within the space).
- c) Moving walkway cleaning (to include dusting, sweeping, dry mopping, stain removal, and general cleaning).
- d) Elevator cleaning (to include inside the cab and associated vestibule all levels, dusting, sweeping, dry mopping, stain removal, and general cleaning).
- e) Escalator cleaning (including dusting, sweeping, dry mopping, stain removal, and general cleaning).
- f) Stairwell cleaning (to include sweeping, dusting, trash collection).
- g) Sidewalk cleaning (to include general sweeping, dusting columns, and trash removal, water removal).

Weekly Services:

- a) Weekly Moving Walk/Escalator Glass Cleaning (to include cleaning glass, stainless, and walk off plates).
- b) Weekly dust louver cleaning (to include dusting and cleaning of debris).
- c) Stainless steel cleaning (to include elevator cab entrances and interior cab components).

Quarterly Services:

- a) Sidewalk/public access routes power washing/cleaning (to be completed after hours as to not interrupt passenger flow, will be coordinated with MSCAA prior to start)

14.3.3 Public Restrooms

Public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles are to be emptied and spot cleaned, and trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed and dried spot free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies during operational hours, and supplies will only be stocked or stored in designated locations. Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein, and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Air fresheners will be maintained to ensure continued fresh and pleasant smelling facilities. Special care shall be given to prevent standing water, and slick surfaces and the Contractor shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Policing of public restrooms shall be accomplished to provide for the least impact on the traveling public and to maintain restrooms at the highest level of cleanliness possible to ensure the standard is met. Frequencies for policing are to be scheduled by the Contractor as necessary to meet or exceed the standard. High usage restrooms may require continuous policing services during portions of the day to meet the required standards. Closure of the public restrooms shall only be allowed during the agreed upon hours with the Authority, and the Contractor shall coordinate restroom closures in order to have the least amount of impact on the traveling public. The Contractor shall perform non-invasive operational checklist inspections of all fixtures in public restrooms a minimum of one time per day prior to 20:00 hours each day and report any inoperable fixtures to the Authority's Building Maintenance to allow repairs to be completed during overnight hours.

14.3.4 Public Seating and Eating Space Areas

Seating and eating areas that are designated as part of the Contractor's responsibility are to be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris. All furniture surfaces, table tops, counters, seats, backs, legs, feet, arms and seams shall be wiped clean, and fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Tables and chairs that have

been displaced shall be repositioned and straightened, taking care to prevent damage to wall finishes. Floors are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with Standards listed herein. Regular policing of public seating and eating spaces areas shall be done to ensure all seating, eating and adjacent areas are maintained as needed to ensure acceptable appearance at all times.

14.3.5 Public Open Floor Space Areas

The Airport terminals, concourses, connectors, sky-bridges, walkways, halls, stairs, and other movement areas are considered to be public open floor space areas. Policing of the public open floor space areas is a supplement to the Standards listed herein for exterior smoking areas, gate hold areas, terminals, ramps, concourses, and connectors. The Standards listed herein for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times. The public open floor space areas shall be policed as necessary to ensure that acceptable standards are maintained at all times.

The Contractor may have to adjust Policing frequencies at various times and at various locations to accommodate the conditions and usage patterns in the terminals and concourses throughout the term of the Agreement. Policing shall be done to ensure the Airport Facilities present a clean image to the traveling public and other users of the Airport and is free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

14.3.6 Service Animal Relief Areas (Pet Relief Areas)

There are two Service Animal Relief Areas (SARA) within the terminal shall be maintained at the same level as Public Open Floor Space Areas with some additional requirements. Each SARA must have a supply of pet waste pick-up bags stocked at all times. The relief mats must be washed and disinfected regularly to ensure proper sanitation. Policing shall occur at a sufficient frequency to ensure the acceptable standards are maintained at all times.

14.3.7 Office Areas

Office areas shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned and liners replaced as required; this includes clear liners for recyclables and trash. Non-carpeted floors are to be maintained to the hard floor surface standards. Carpeted floors shall be maintained to the carpeted floor standards. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls, doors and doorknobs, to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant's personal effects and work items, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. The Contractor shall prohibit its employees from opening desk drawers or cabinets, or using the telephone or other office equipment.

14.3.8 Conference Room Areas

The Authority operates many conference spaces at the airport. In general, the conference center spaces are to be maintained to the same standard as office spaces.

14.3.9 Non-Public Restrooms

Non-public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles are to be emptied and spot cleaned and trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed and dried spot free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall not run out of supplies during operational hours, and supplies will only be stocked or stored in designated locations. Where installed, Sharps needle disposal containers shall be removed and properly disposed of when full and replaced with a new container. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein, and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Air fresheners will be maintained to ensure continued fresh and pleasant smelling facilities. Special care shall be given to prevent standing water and slick surfaces, and the selected Contractor shall use appropriate signage and barricades to protect against slips and falls. Flooding of restroom surfaces is not acceptable. The Contractor shall notify the Airport Maintenance Office to report any inoperable fixture within the restrooms.

14.3.10 Non-Public Break Rooms & Kitchens

Non-public break rooms and kitchens shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned and liners replaced as required. All shelves, counters and cabinets are to be free of accumulated dust and debris. Clean and sanitize all counter tops, refrigerators (exterior), refrigerator water dispensers, tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers. Sinks and fixtures will be properly cleaned, sanitized, rinsed and dried spot free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, and rust stains. Paper towel dispensers shall not run out of supplies during operational hours. Floors are to be maintained according to standards for carpet and/or hard surface materials.

14.3.11 Non-Public Common Areas

The Airport operational areas located under or behind the public areas of the terminals, concourses, and connectors, and in support buildings throughout the Airport campus consist of many non-public common areas that include, but are not

limited to; walkways, halls, stairs, entrances, vestibules, reception areas and other operational movement areas. The standards listed herein for walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes will be maintained according to the Standards listed herein and care and detail shall be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be maintained as necessary to ensure removal of all dirt, dust, cobwebs and debris, and pressure washed according to need. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

14.3.12 Janitors Closets

As a reflection of the cleaners' work, and the Airport, the closets must be kept clean and neat at all times. The door surface shall be free of dirt, dust, marks film and streaks. Vacuum cleaner bags shall be empty, and cords neatly wrapped. Mop buckets shall be empty and clean with mops in racks where available. Trash barrel and carts will be clean and empty of trash, and free of personal items. Floor must be swept and mopped, and entire area appears clean and organized. Closet doors shall be closed immediately after entering and exiting, and kept closed during Airport operating hours.

14.3.13 Mechanical Rooms

Mechanical rooms that the Contractor is allowed access to shall be kept neat and free of unauthorized storage items and debris.

14.3.14 Loading Docks/Compactor Areas

Concrete loading docks, and the areas surrounding trash, recycling and composting compactors and dumpsters are to be monitored and swept of all dirt and debris.

The Contractor will police these areas as frequently as necessary to ensure the areas remain clean. Litter, cigarette butts, rubber gloves and debris shall be picked up including in the immediate area and floor surrounding the compactors and dumpsters. Compactors shall be run routinely to ensure all trash and recyclables, including cardboard, are compacted and not overflowing or causing backups. The Contractor shall be readily available and promptly clear any overflowing or improperly disposed waste material or debris that accumulates on loading dock floors and around compactors and dumpsters. The Contractor shall coordinate with the Authority's Airfield Maintenance crews to perform scheduled deep cleaning, including pressure washing of docks, compactors, and surrounding areas. All areas should be swept free of loose trash and debris before pressure washing begins. The Contractor shall provide a sufficient number of barricades, traffic cones and slip hazard signs for each area being pressure washed to adequately protect public and/or passersby. The Contractor shall clear area to be pressure washed of trash and cardboard accumulation in advance of pressure washing to be done by the Airfield Maintenance crew.

14.3.15 Passenger Boarding Bridges (“PBB’s”)

All interior finishes of the PBB’s shall meet the standards listed herein for floors, walls, glass, doors, handrails and ceilings. The Contractor shall coordinate with Authority’s Building Maintenance to schedule cleaning of the bridge. Care will be taken to avoid wetting controls and control panels and to ensure that slip and fall hazards are prevented.

14.3.16 Baggage Makeup Areas (Bagwells)

All spaces in the non-public facing Bagwells are to be maintained in a state that ensures the workplace is kept in a clean, orderly and sanitary condition. Floors must be maintained in a clean and dry condition. Floor areas are to be kept free of debris. Areas that cannot be reached with mechanical sweeping equipment must be maintained manually if necessary to ensure appropriate cleanliness.

Floor areas under baggage conveyor system components that are less than eight feet above the ground are cleaned by other Authority staff and are excluded from this scope of work.

Garbage, recyclables, and other debris shall be disposed of in containers provided by the Authority in these areas. Emptying of the containers is not the responsibility of the Contractor.

Cleaning of airline or other service contractor business spaces within the Bagwell is not included within the scope of this contract.

Building structures and elements up to eight (8) feet above the floor are to be cleaned to ensure dust is removed.

14.3.17 Guard Shacks

Guard shacks are portable offices placed at various security gates across the Airport Facility and the number of gates maintained shall fluctuate. The Contractor shall be responsible for transportation to the gate locations to provide services. Guard shacks shall present a clean, well kept, orderly and professional appearance (APPA level 2 or above). Waste receptacles are to be emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be maintained per the hard floor surface standards. Carpeted floors are to be maintained per the carpeted floor standards. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant’s personal effects and work items, personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. The Contractor shall prohibit its employees from opening desk drawers or cabinets or using the telephone or other office equipment.

14.3.18 Dispensers

All dispensers (soap dispensers, toilet paper and towel dispensers, tampon machines, etc.) within the areas serviced by the Contractor shall be purchased, supplied and installed by the Authority, and stocked and maintained by the

Contractor, unless otherwise specified in writing by the Authority's Contract Administrator.

The Contractor shall not be required to replace or repair any defective or damaged dispensers or any parts thereof, except for damage to sanitary napkin and tampon dispensers caused by neglect or damage caused by the Contractor. The Contractor's employees shall report any defective or damaged dispensers or any parts thereof to the Authority's Building Maintenance Office upon discovery.

The Authority's Building Maintenance shall be notified in the monthly report of any sanitary napkin or tampon dispensers that are inoperable and the status of pending repairs or replacement. The Contractor shall provide timely maintenance and repair of sanitary napkin and tampon dispensers to ensure product availability to customers and dispensers shall not be inoperable for longer than twenty-four (24) hours without the written approval of Authority.

14.3.19 Sharps Containers

The Contractor shall replace full sharps disposal containers within the Sharps disposal systems with a new empty needle disposal container throughout restrooms at the Airport Facilities. All full sharps disposal containers shall be removed and properly disposed of in a designated collection container preapproved by the Authority's Manager of Environmental Services. The Sharps disposal systems shall be kept clean, and the selected Contractor shall notify Authority's Building Maintenance of any damage or necessary replacements. The Contractor shall ensure and document that employees have been trained in the proper process and procedure for disposal of needles and Sharps disposal containers.

14.4 Process Standards

14.4.1 Dusting

A properly dusted surface is free of all dirt, dust, streaks, lint and cobwebs. Dusting will be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces will be avoided. No personal or individual office equipment or supplies will be moved or disturbed.

14.4.2 Sweeping

A properly swept floor is free of all dirt, dust, gum, grit, lint and debris.

14.4.3 Vacuuming

Carpet is to be free from soil and debris. The vacuumed fibers should be cleaned so as to protect pile from matting.

14.4.4 Damp Mopping

A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris, and/or standing water. The Contractor will provide a sufficient number of barricades, traffic cones and proper slip hazard signs for each floor area being cleaned to adequately protect public and/or passersby.

14.4.5 Dust Mopping

A satisfactorily dust mopped floor is free of all dirt, dust, lint and debris. The selected Contractor shall use appropriate tools to reduce air-borne contaminants. All hard floors shall be dust mopped appropriately to ensure the necessary level of cleanliness, including under all furniture and behind all pottery, waste receptacles, machines, etc. Stanchions in the checkpoint areas shall be moved and placed back in the same configuration after work is completed. Any other items moved shall also be returned to the original positions.

14.4.6 Graffiti Removal

Graffiti is to be removed from surfaces on the outside and inside of the Airport buildings and from items located on the Airport grounds. Care is to be taken to maintain the original surface where graffiti appeared. Graffiti is to be removed as soon as it is discovered and/or reported. Any gang, violent, or hate-related graffiti must be reported to the Authority's Director of Operations and Public Safety and/or verification of a report made before the graffiti is removed.

14.5 Floor Care Standards

The Contractor shall provide all carpet and hard floor cleaning products and equipment. It is not the Authority's intent to require a specific brand of product or equipment; however, the Authority reserves the right to review the selected Contractor's proposed cleaning equipment and materials. If the Contractor's cleaning equipment or products do not, in the Authority's opinion, provide effective sanitation and/or cleanliness of the facilities, the Authority may request alternate products or equipment. Flooring manufacturer's cleaning recommendations should be closely followed.

Floor care equipment must be in good repair at all times. The Authority's CA or designee reserves the right to inspect equipment regularly. The selected Contractor shall strain water from machines prior to water being poured down any sink drain. The selected Contractor's straining device/method shall be pre-approved by Authority's CA. The selected Contractor shall not remove any floor drains or screens in any sink. The selected Contractor shall incur charges if carpet fibers, mop strings, rubber gloves, strippers or waxes, or any other cleaning debris are the cause for any clogged drains.

All chemicals and procedures used in floor care must be pre-approved by the Authority's Building Maintenance Manager. If the end result is below standards and the discrepancy is caused by improper procedures or materials used, then it is the Contractor's responsibility to correct the deficiency within twenty-four hours of notification of the discrepancy.

The Contractor shall provide a sufficient number of barricades, traffic cones and proper slip hazard signs for each floor area being cleaned to adequately protect public and/or passersby. All barricades, traffic cones and signage will be professionally designed for its intended use and will meet all OSHA safety standards. All signage used by the Contractor shall have symbols on signage that meet International Standards developed by ISO, available at (<https://www.iso.org>). All barricades and directional equipment will be maintained to provide a clean and professional appearance.

Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and uneven floor surfaces. Incorporate detail mopping of corners, edges, around furniture, plants etc. and removing any water left behind from the machine.

14.6 Waste Disposal Standards

All collected trash, recyclables, and waste must be moved by the Contractor to the compactor areas designated by the Authority for material-specific disposal. Waste must be transported with the least amount of impact or inconvenience to Airport tenants, Authority employees, and passengers. Trash is not to be left within the public walkway or within the public view.

There are currently four waste compactor locations spread throughout the airport facility for use by janitorial contractors and tenants.

If waste is stockpiled for reduced frequency of trips to the compactor areas, the stockpiling shall be done out of the public view and for no more than two (2) hours. The Contractor shall ensure that all its employees are properly trained in the operation of the compactors to ensure that waste is placed in the appropriate compactors, is completely compacted before leaving dock area, and to prevent “bridging” of debris within the compactors. Contractor’s employees are responsible to report jammed or broken compactors immediately to the Authority’s Maintenance Office.

The Contractor shall ensure that its employees are trained to not utilize the same elevators as the public while transporting waste, large trash carts, or other cleaning equipment. All trash carts shall incorporate covers to keep waste out of view, be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport Facilities is to be prevented at all times. The Contractor shall be held responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of waste carts or other equipment. All waste collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.

The Contractor shall remain the owner of all chemical products it specifies, procures, uses, and stores at the Airport Facilities. Upon completion of the Services, or termination of the Agreement for any reason, the selected Contractor must remove and take possession of remaining stock, excluding a two (2) week supply of janitorial products and supplies for each Airport Facility, to ensure that adequate supplies are available through a transition period to a new contractor.

Management and disposal of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes,) and any associated costs generated through the Contractor’s cleaning actions, are the sole responsibility of the Contractor. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Authority trash receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines below. No waste materials or waste water may be discharged outdoors or to the Authority’s Stormwater systems. Only wastewaters permitted for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges shall comply with all applicable Federal, State and local regulations and all applicable Authority discharge permits.

14.7 Recycling Program Collection Standards

The Contractor shall support the Authority's commitment to recycling, composting, and waste prevention. The Contractor shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling/composting waste streams. The selected Respondent shall handle segregated materials in a manner to ensure that recycling/composting receptacles are not used for inappropriate materials.

All recyclables accepted by the Airport's recycling service provider, including but not limited to mixed paper, plastic, aluminum, glass, and cardboard shall be transported to the compactor areas or collection sites as designated by the Authority. Recyclables collected from any areas within Airport Facilities shall be placed in clear liners so that recyclable materials can be clearly identified and kept separate from collected waste. The Contractor's employees are responsible for collecting, transporting, and disposing of these materials in appropriate receptacles, including ANY recyclable or compostable material they encounter at any time during their work.

The Contractor shall be responsible for supporting any future recycling, composting, or waste prevention efforts or program enhancements the Authority implements during the term of the Agreement. This may include, but is not limited to, expanding recyclable materials lists, changes in material separation requirements, new or different locations and types of receptacles, and variable volume of materials generated. The Contractor shall be constructive in their efforts to support the Authority's recycling, composting and waste management programs, and be proactive in alerting the Authority to any waste related issues encountered during routine and non-routine tasks.

14.8 Policing Services ("Policing")

Policing of the Airport public areas is a supplement to the Standards listed herein for restrooms, public seating areas, smoking areas, gate hold areas, terminals, ramps, concourses, transit systems and connectors. The services performed under Policing reflect the specific items detailed under these Standards. The primary difference in performance of Policing services and the detailed janitorial Standards are that not all of the services under the Standards are required when Policing services are performed. Whereas in policing, the Contractor schedules the appropriate level of cleaning and supplies-replenishing in a manner necessary to keep the Airport public locations up to acceptable Standards at all times.

The Contractor may have to adjust Policing frequencies at various times and at various locations established at the start of the Agreement to accommodate the conditions and usage patterns in the Terminal and Concourses throughout the Agreement period. This may include continuous service during peak periods of operation in high use areas, such as restrooms. Policing shall be done to ensure the Airport Facilities present a clean image to the traveling public and other users of the Airport and to ensure the Airport Facilities are free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

14.9 Special Events

The Authority may call upon the Contractor to provide services for special events (well beyond the normal scope of the Contractor's duties), such as large celebrations, grand openings, employee gatherings, public assembly, etc. Whenever possible the Authority shall provide as

much advance notice as possible. Redirection of the Contractor's staff may be required to support special events.

14.9.1 Services

The Required services may include but are not limited to:

14.9.1.1 Police grounds and areas

14.9.1.2 Remove trash and recyclables and clean up during and after events

14.9.1.3 Special policing of the rest rooms

14.9.1.4 Provide personnel for special requests

14.9.1.5 Setup and tear down tables and chairs

14.9.1.6 Setup, tear down and clean-up of various functions.

14.10 Blood and Other Potentially Infectious Materials

14.10.1 Purpose

The purpose of this procedure is to define responsibilities and provide guidance for all janitorial service providers under contract to the Authority in the proper handling and disposing of blood and Other Potentially Infectious Materials (OPIM). Universal precautions will be used; treat ALL human blood or OPIM as if it were infected **regardless** of the person, their age, or any other factor. The Contractor shall be responsible for ensuring that ALL blood and bodily fluids have been cleaned, the area disinfected, the waste materials placed in the proper bags for storage, and the bags taken to the disposal location designated by the Authority's CA.

14.10.2 Routine Cleaning

During the course of routine cleaning, custodians may encounter small drops of blood and feminine hygiene receptacles with used products. If normal bathroom cleaning procedures are followed when dealing with these situations, there is no risk of exposure to blood borne pathogens. If a situation arises in which untrained custodians observe more than a few drops of blood, they should NOT attempt to clean the area. Only custodians specifically trained as Blood Spill Responders should deal with these situations whenever cleaning blood or OPIM, following the procedures listed below:

14.10.3 Procedures for Cleaning Blood or OPIM

- Restrict access to the area;
- Wear disposable gloves (latex or nitrile) to protect hands. Avoid tearing gloves on equipment or sharp objects. Replace torn gloves immediately. Wear double gloves if necessary;

- If exposure to splashes or sprays of blood or OPIM are possible, use additional personal protection equipment, as needed (e.g., leak-proof apron and/or eye protection, booties);
- Place towel over the spill to soak up gross quantities. Use disposable towels, absorbent material or mats to soak up most of the blood or OPIM. (Do not pour disinfectant directly onto blood);
- Wash the area with soap and water;
- Complete the clean-up with cloth or paper towels;
- Clean with an appropriate disinfecting solution, such as a hospital disinfectant labeled as Tuberculocidal;
- Put all contaminated materials and waste in a plastic Red Bag or other appropriate sealed, labeled (Biohazard symbol or label), leak-proof container. This is regulated waste. Water materials that are supersaturated with blood or OPIM that could be easily released must be disposed of as Infectious Waste;
- Dispose of syringes, needles, scalpel blades, and other sharp items in a puncture resistant container labeled with the biohazard label;
- Dispose of bag as infectious waste (DO NOT THROW IN REGULAR TRASH);
- Dispose of waste water in the sanitary sewer system;
- Wash hands after removing gloves;
- If an untrained person encounters blood, they should limit access to the area and contact the Airport Communications Center at 901.922.8298.

14.10.4 Designated Personnel

- Only designated and properly trained individuals will clean up blood or OPIM.
- Proposer SHALL IN ITS OPERATIONAL PLAN ADDRESS HOW IT WILL HANDLE TRAINING AND STAFF DEPLOYMENT FOR BLOOD AND OPIM CLEAN UP.
- Contractor's personnel designated to clean up blood or OPIM shall be trained in OSHA's Bloodborne Pathogen Standard (29 CFW 1910.1030), bloodborne pathogens and methods to reduce exposure.

14.10.5 Reporting

All occurrence of blood or OPIM clean-up are to be reported to the Authority's Building Maintenance.

14.10.6 Proper Disposal

- All materials are to be double bagged and properly disposed of.
- The Contractor shall obtain Bloodborne Pathogen Clean-up Kits and have them readily available for use.

- The Contractor shall ensure that ALL biohazard bags are properly double bagged and sealed.
- The Contractor shall arrange for pickup and proper disposal of all biohazard bags.

15 ADDITIONAL REQUIREMENTS

15.1 Authority Provided Items

The Authority will supply, without charge to the Contractor, access to non-exclusive office space, storage space, laundry room and locker rooms within the terminal buildings for the Contractor's efficient execution of the work described in this Contract.

The Contractor will pay all bills resulting from use of telephones and telephone lines whether used for voice or data service.

The Contractor will not use any portion of the premises provided by the Authority to provide service to any customer other than the Authority.

15.2 Holidays

The Contractor shall be aware that the Memphis International Airport operates 24 hours per day, 365 days a year. The Contractor shall staff all occupied areas of the Airport Facilities during holidays at no additional cost to the Authority.

15.3 Irregular Operations and Emergency Response

It is expected under this Agreement that the selected Contractor shall respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs, drain back-ups, weather-related cleanup, or unforeseen circumstances at no additional cost to the Authority. The Airport is a constantly changing, 24/7 environment and unforeseen and irregular operations outside of the normal scope of work are to be expected.

An emergency call is defined as a report of a condition or failure constituting immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. It is understood by the Authority that large emergencies such as floods or sewer backups may pull the selected Contractor's personnel from other non-critical duties for the duration of the cleanup. The Contractor shall respond immediately to all emergency calls. The use of proper safety gear, signage, or barricades shall be used as required to ensure the safety of the traveling public and other Airport users or personnel.

For circumstances which interrupt or otherwise adversely impact either Airport operations or Airport Tenants, the Contractor shall respond within thirty (30) minutes of notification, with appropriate equipment, and remain on the job until the problem has been resolved or Authority staff gives permission to leave.

15.4 Communication Devices

The Contractor shall provide communication devices including, but not limited to, cell phones, pagers or other communication devices to each shift lead, supervisor, management team member and any other key employees as determined necessary by the Contractor to provide effective communications amongst the Contractor's team. The Authority shall provide up to three (3) 800 MHz two-way radios per zone to provide communications between the Airport Communications Center, Authority management, and other Authority employees, and to effectively and efficiently perform the services under the Agreement.

The Contractor shall also be responsible for the proper care and security of the radios. The Authority will provide all necessary maintenance, chargers, spare batteries and accessories for any communication devices. The Contractor shall be responsible for the cost of repairs or replacements of radios or components damaged as a result of the Contractor's actions.

15.5 Safety Measures

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. At no time will the selected Contractor use Airport equipment, stanchions, chairs, trash cans, plants, and/or pottery as barriers or partial barriers for traffic control. The flow of vehicular and passenger traffic shall not be impeded at any time. The safety of the Contractor's employees and the public is of prime concern to the Authority, and the Contractor must take all necessary steps to ensure proper safety. All safety signage and equipment shall be professional and designed for its intended purpose.

The Contractor must certify that all employees and representatives are trained to understand the Universal Safety Symbols.

It is mandatory that all the Contractor's lead and supervisory personnel assigned to the Airport Facilities be able to speak, read and write in English to ensure proper communication.

The Contractor's employees will be required to pass all Airport badging and security tests without the help of interpretation.

The Contractor shall report any emergencies, slip and falls, accidents, or damage witnessed, caused, or discovered by the Contractor to the Airport Communications Center at 901.922.8298 with a description, location, and other details as required to ensure the situation is adequately recorded and that follow up can occur.

15.6 Equipment and Vehicles

All cleaning equipment, accessories, and tools including, but not limited to, power driven floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, necessary motor trucks, lifts, electric carts, brooms, brushes, mops, pails, dust cloths, dust wands, and other equipment needed for the performance of the work shall be furnished by the Contractor. All equipment and vehicles used in the performance of this Agreement shall be approved by the Authority Contract Administrator. Cleaning equipment utilized in the performance at the startup of this Agreement

must be new. Equipment must be of the size and type customarily used in work of this kind. Modified or non-standard equipment shall only be allowed with pre-approval of the Authority. The Contractor shall not use, or shall discontinue the use of, equipment that damages or may damage the Airport Facilities or its contents. Lifts utilized for the maintenance of high surfaces may be rented for specific activities and are not required to be new. Care shall be taken to protect all floor surfaces when transporting and utilizing lifts.

Logs shall be kept by the Contractor for all powered equipment indicating the date of purchase, dates of all maintenance and repair activities, and the manufacturer specification technical sheets for each type of equipment. The Authority's Contract Administrator or designee reserves the right to review the logs and may inspect equipment repair facilities and processes on a random basis.

The Contractor shall have a repair program in place for preventive maintenance and repair of broken equipment. The Contractor shall ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. The Contractor is required to provide a list of critical equipment that shall be accessible off-site for use as backup in the event that equipment will have down time of more than two (2) days. Lack of equipment will not be accepted as a reason for services not to be performed.

The Contractor's equipment, signs, carts, barrels and tools used within the view of the public shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings shall be professionally designed and applied and shall be preapproved by the Authority's Contract Administrator.

The Contractor may use designated Airport electrical power outlets (110 volts) to operate equipment. The Contractor shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper disconnection of equipment. Hot and cold water shall also be available for the Contractor to use for cleaning.

Storage areas and charging rooms will be provided at the Airport Facilities for the Contractor's equipment. Storage and charging areas must be maintained in a clean and safe manner and are subject to inspection by the Authority's Building Maintenance Manager or designee at any time. Safe operation and repairs are the responsibility of the Contractor.

Janitorial equipment driven or operated on the exterior of any Airport Facility building must be equipped with proper strobes, lights and reflective markings to ensure safe operation.

Vehicles that will be driven on the Airport Operations Area must be equipped with a proper strobe light, company logo, current vehicle registration and appropriate insurance documentation.

All electrical equipment used by the Contractor or the Contractor's employees shall meet all applicable safety requirements. This shall include either the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief and insulation quality of plugs and cords. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of the Contractor

to prevent the operation or the attempted operation of electrical equipment, or combinations of equipment that require power exceeding the capacity of existing building circuits.

15.7 Bio-Hazard Spill-Control Kits (“spill kits”)

The Contractor shall provide, maintain and refill Bio-Hazard Spill-Control Kits (“spill kits”). Spill kits shall contain appropriate absorbents, equipment and safety gear to adequately respond to bio-hazard and blood borne pathogen calls. The Contractor shall provide training to all supervisors and employees on the use of the spill kits and the proper disposal of contaminated materials and equipment.

15.8 The Contractor’s Premises

The Contractor shall keep the premises assigned to the Contractor clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the Contractor at the Contractor’s expense. The work, break, and supply areas shall be maintained clean.

All the selected Contractor’s materials, tools, equipment, etc., shall be safely stored. The Authority is not responsible for theft or damage to the Contractor’s property. All possible safety hazards to employees or the public shall be corrected immediately. If there is a question in this area, the Authority’s Building Maintenance shall be consulted. The Contractor’s premises may be randomly inspected by the Authority’s Building Maintenance or designee.

15.9 Dressing Room, Lockers and Break Areas

The Contractor shall require its employees to change their clothes in areas designated by the Authority and maintain these areas in a neat and clean condition.

If the Contractor’s employees eat their lunch in the Airport Facilities, they must do so in a food court, snack bar, or designated lunchroom.

15.10 Employee Appearance

Employees shall project a professional, neat, and clean appearance at all times. Open-toed shoes, shorts, skirts, dresses, and non-company logo hats are not acceptable. All Contractor personnel, including owners, management, and supervisors, must wear approved uniforms while on-site. Employees shall be in an approved uniform that is clean and neat, and free from tears, holes, frayed edges, and body odor.

15.11 Uniforms

The Contractor shall provide full, distinctive uniforms for all of its employees. The Authority must approve the type and color of the uniform in writing prior to use. The successful Proposer should request approval in writing of uniforms to be used at the time of proposal submission and thereafter as necessary.

15.12 Uniforms Distinct from Other Airport Contracts

Should the Contractor be in a position to enter into janitorial or cleaning contracts with tenants of the Authority, all personnel used in such contracts shall be uniformed distinctively different

from that of personnel performing services under this contract. The successful Proposer will ensure uniforms are maintained to provide an acceptable public appearance.

15.13 Storage Space

The Contractor may store supplies, materials, and equipment in storage areas at the Airport Facility on the premises designated by Authority's Contract Administrator or designee. The Contractor agrees to keep its portion of the storage area in accordance with all applicable fire regulations. The use of Airport Facility storage facilities will be on a space available basis and subject to the approval of the Authority Contract Administrator or designee. Storage in any area of the Airport must first be authorized by the Authority Contract Administrator, and all clearances and controls set forth for the area will be strictly maintained by the Contractor.

The Authority will not be responsible in any way for the supplies, materials, equipment, etc., in storage areas that may be damaged or lost by fire, theft, accident, other conditions or circumstances. Any such janitorial storage rooms are to remain closed and will be equipped with doors and locks. Locks, if not already installed will be furnished and installed by the Authority.

No materials or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public. All storage areas visible to or accessible by the public shall be kept closed and locked.

Hazardous chemicals shall not be stored on Authority property without prior written authorization from the Authority's Manager of Environmental Services.

16 AUTHORITY'S QUALITY ASSURANCE PROGRAM

Each phase of the maintenance services rendered under the Contract is subject to Authority inspections, both during and after completion of work. The Authority's Quality Assurance Program is not a substitute for adequate and consistent quality control by the Contractor.

16.1 Inspections

Authority staff will perform regular weekly inspections of Authority facilities covered under the Contract. Authority staff may also conduct random inspections of the area(s) covered under this Agreement. At a minimum, the Authority expects APPA Level 2 cleanliness, and the Contractor shall be held to those standards.

The Contractor's Contract Supervisor, Site Manager, Assistant Site Manager, or other designee shall also be required to participate on a quarterly basis in a joint inspection of selected service location with the Authority's Contract Administrator, and Airport and/or Airline Senior Management. This inspection shall utilize the same auditing methodology of the regular weekly inspection.

The Authority shall complete a Quarterly Contract Review (QCR) of the Contractor's performance in complying with the standards set forth herein. The QCR results may be used in part to evaluate the option to renew the Agreement for option terms.

16.2 Third Party Assessments

The Authority has the right to arrange for a third party to conduct a condition assessment on the janitorial services in order to identify and analyze service failures.

16.3 Non-Conformance

If any of the services do not conform to the requirements contained in this RFP, the Authority may require the Contractor to perform the services again in conformity with the requirements, at no increase in Contract amount. When defects in service cannot be corrected by performing the service again, the Authority may:

16.3.1 Require the Contractor to take the necessary action to ensure that future performance conforms to the requirements.

16.3.2 Reduce the monthly payment to reflect the reduced value of the services performed. The Authority shall make a determination as to an appropriate sum of money that will approximately equate to the reduced service. The minimum reduction that the Authority will assess is \$1,000 and the Contractor will be assessed this minimum reduction amount for any service valued at less than this minimum reduction amount. Repetitive non-conforming work may result in the termination of Contract by default.

16.3.3 If, after having been directed by the Authority to correct a deficiency, the Contractor fails to promptly perform the services again or fails to take the necessary action to ensure future performance is in conformity with the requirements, the Authority may perform the services and charge the Contractor any cost incurred by the Authority directly related to the performance of such service. Contractor charges may be in the form of a deduction in a Contractor's invoice payment for an invoice received and payable by the Authority.

17 RESPONSE STRUCTURE

It is not the intent of the Authority to restrict response preparation; however, to enable the Authority to evaluate each response in a uniform manner, all Respondents shall structure their response by submitting a marked original and five (5) marked copies of the response in a three-ring binder with marked reference tabs containing the data requested and the forms provided in Sections 19 and 20 below. **Submit data as requested in the following sections:**

17.1 Table of Contents

Respondent shall submit a Table of Contents outlining the response and shall include the tabs listed below.

17.2 Tab A – Company Information

Submitted under Tab A – Company Information, Respondent shall provide a brief company description, history, and financial status. In addition, Respondent should submit the following information on the Respondent Information form found in Section 19.1 below.

17.2.1 Name

The name under which the Respondent is licensed to do business. Provide copy of license from the State of Tennessee, Division of Business Services, or information from the state in which Respondent is licensed.

17.2.2 Principal Address

The address of the Respondent's principal place of business (headquarters).

17.2.3 Local Address

The address of the Respondent's local office responsible for the proposed work, if different from the headquarters office.

17.2.4 Company Contact

Name, title, telephone number, and email address of the Respondent contact for this RFP.

17.3 Tab B – Proposal Bond

Include the original Proposal Bond as described in Section 19.2.

17.4 Tab C – References

17.4.1 Positive Comments

List four (4) references, comparable in size and scope of services of the proposed Janitorial Services program, with contact names and telephone numbers, who would have positive comments concerning their experience with your company.

17.4.2 Negative Comments

List one (1) reference, comparable in size and scope of services of the proposed Janitorial Services program, with contact name and telephone number, who would have negative comments concerning their experience with your company.

17.5 Tab D – Company and Management Experience and Qualifications

The Proposer shall respond on a separate page to the questions below, and clearly label each response with the corresponding Section Number. The response to this Section has a page limit of 3 pages (resumes will not be counted towards this limit)

17.5.1 Company Experience and Qualifications

17.5.1.1 Describe why your firm is well qualified to perform the janitorial work outlined in this RFP, include the number of years' experience in the industry and examples of comparable contracts that you have held. Proposer must show a minimum of two (2) years' experience in an Airport environment servicing an account similar in size, scope and frequency or a minimum of two (2) years' experience in a similar facility in size, scope and frequency to the Authority's Janitorial Services program listed herein. Proposer should describe in detail how the similar facility is like an Airport environment.

17.5.1.2 List three (3) contracts held by proposer which are most similar in scope of work, overall size, and standards to the contract opportunity in this RFP. Include for each contract, contract term, total square footage and total contract value.

17.5.1.3 Briefly describe the similarities between those contracts and this RFP.

17.5.1.4 Provide references from these contracts (name, email, phone #, position, and duties). The Authority reserves the right to contact these references.

17.5.1.5 Describe your company's experience working in a security sensitive facility and your experience working in facilities that operate 24/7/365 days per year.

17.5.1.6 Describe your experience working in a facility where customers are present in large volumes, such as an airport.

17.5.2 Management Staff Experience and Qualifications

17.5.2.1 Indicate management staff that will be assigned to this Contract and their experience and training.

17.5.2.2 Attach to this proposal document the onsite contract manager's resume who should have at least 3 years of cleaning contract management experience within the last 5 years. Also include current resumes for all supervisory staff that will be performing the requirements of this Contract. Resumes will not be considered as part of this section's page limit.

17.6 Tab E – Quality Control and Performance Reporting

Proposer shall respond on a separate page to the questions below and clearly label each response with the corresponding Section Number. The response to this Section is limited to 5 pages.

17.6.1 Quality

17.6.1.1 Describe in detail the Quality Control programs that you will have in place to ensure that performance standards are met throughout the term of the Contract. How will you share this information with the Authority?

17.6.1.2 Describe your quality control system and how you utilize that system in your performance management process.

17.6.1.3 Describe how you address quality issues when they arise.

17.6.1.4 Please describe how your company plans to use tools, equipment and technology at Memphis International Airport to manage performance and deliver services that meet the requirements of the customer.

17.6.1.5 What work are you doing currently in a 24/7 operation where your ability to clean is limited due to ongoing operations? Detail how you meet standards in this type of environment.

17.6.1.6 In your review of the RFP, what do you see as the greatest challenge and how do you plan to address it?

17.6.2 Audits & Reporting

17.6.2.1 Describe the system you will use to record, log, and track quality control measurements at the Airport.

17.6.2.2 Describe how you will disseminate this information to the Airport staff.

17.6.2.3 Describe how you would utilize the quality measurement information provided by the Airport.

17.6.2.4 Describe your experience working in a facility where you receive service requests using an asset management system. How would you anticipate processing these requests?

17.7 Tab F – Performance Management

The Proposer shall respond on a separate page to the questions below and clearly label each response with the corresponding Section Number. The response to this Tab has a page limit of 12 pages.

17.7.1 Customer Experience

17.7.1.1 Please provide an example of a time your company managed a facility with conflicting interests from tenants. Detail the situation as well as how you addressed the issue.

17.7.1.2 Describe how you have handled or would handle a complaint received regarding cleaning standards from the traveling public.

17.7.1.3 Describe how you will meet the Contract standards when the volume of passengers increases or decreases substantially. How will you adjust your operations to adapt to the seasonal variations in traveler traffic?

17.7.1.4 Describe the means and methods your company would utilize to ensure your company's performance meets or exceeding the expectations of the Authority.

17.7.1.5 Provide a detailed statement of your company's commitment to Customer Service and how you will ensure all your employees understand and provide outstanding Customer Service.

17.7.1.6 Describe the Customer Service training for all employees. Include the method and frequency of training.

- 17.7.1.7** The airport environment changes frequently. State how your company will ensure company employees are equipped with current information to effectively answer customer questions.
- 17.7.1.8** Describe your company's policies and procedures to investigate and to resolve customer service issues related to employee and/or company performance.
- 17.7.1.9** Attach to your response a copy of your quality control/quality assurance plan(s). These plan(s) will not be counted against the page limit for this section.

17.7.2 Staff Management

- 17.7.2.1** Describe the organizational structure and level of staffing you would provide to ensure that the requirements of the Contract are met at the outset of the Contract, including estimates of the total number of full-time and part-time employees that will be required to perform the services.
- 17.7.2.2** Describe your proposed transition plan.
- 17.7.2.3** Describe how you plan to develop, monitor, maintain and improve the performance of your staff to ensure that the performance standards the Contract are met.
- 17.7.2.4** How does your management team manage urgent unplanned situations in the Airport such as a liquid spill or bio-hazard cleanup that can put the traveling public at risk, and negatively impact customer satisfaction?
- 17.7.2.5** Describe the methods the company uses to reward strong performance by members of your workforce. What methods of positive reinforcement are used to promote high quality delivery of services? How does your company coach individuals that are not performing to expectations?
- 17.7.2.6** How would you describe the stability of employment and level of employee satisfaction at your company? Describe how you recruit, attract and retain high quality employees.
- 17.7.2.7** Each proposer shall describe in detail its Staff Management Program. This shall include: An organizational chart indicating your staffing plan. Include the names of key management and supervision staff within the organizational chart and their qualifications.
- 17.7.2.8** Describe your employee hiring/recruitment/retention philosophy.
- 17.7.2.9** Describe your employee training program including:
 - 17.7.2.9.1** Employee performance management philosophy.
 - 17.7.2.9.2** Describe processes for correcting performance issues.
 - 17.7.2.9.3** Employee promotion philosophy.

17.7.2.9.4 Provide a list of training topics for the front line workers and floor care technicians.

17.7.2.10 Describe processes for celebrating strong performance.

17.8 Tab G – Environmental Stewardship

The Proposer shall respond on a separate page to the questions below and clearly label each response with the corresponding Section Number. The response to this tab has a page limit of 3 pages. The Scope of Work describes details of each Environmental Stewardship Program requirement.

17.8.1 Describe proposer’s Environmental Stewardship practices and explain how that aligns with the Authority’s objectives and will influence your firm’s delivery of janitorial services under this Contract.

Summarize proposer’s experience implementing green cleaning programs. Highlight examples at serviced facilities certified under the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEEDTN) rating system.

17.8.2 Describe proposer’s plans to integrate innovative solutions to support Airport Waste Minimization and Recycling goals and demonstrate commitment to supporting the Airport’s Environmental Stewardship Program. Highlight examples of similar support provided to other clients, if applicable.

17.8.3 Confirm proposer’s commitment to meet each Environmental Stewardship Program requirement identified below by checking the “Yes” box. If proposer checks the “No” box, please explain.

Environmental Stewardship Requirements	Yes	No
Implement a green cleaning policy and program at Airport facilities by either providing sustainability training/certification for Contractor’s employees		
Use environmentally Preferable Products		
Provide Documentation and Standard Operating Procedures Relating to Hazardous Materials, Energy Policies and Environmental issues		
Use Products with Sustainable Packaging		
Support Airport Waste Minimization and Recycling Program		

17.9 Tab H – Training, Security and Safety Program

Proposer shall respond on a separate page to the questions below and label each response with the corresponding Section Number. The response to this tab is limited to 2 pages for section 17.9.2. There is no page limit for Section 17.9.1.

17.9.1 Proposer must attach the following offered and enforced by your company.

17.9.1.1 Technical Training Program

17.9.1.2 Security Plan

17.9.1.3 Safety Plans

17.9.2 Proposer shall respond to the following questions:

17.9.2.1 Describe how your company's training, security and safety programs meet the requirements of the scope.

17.9.2.2 Describe the means, methods and frequency of technical cleaning training provided to your cleaning staff.

17.9.2.3 Describe the methods used to train staff related to the security aspects of the role of the cleaning staff related to the movement of materials and equipment throughout the facility.

17.9.2.4 Describe the means, methods and frequency of safety training provided to your cleaning staff.

17.10 Tab I – Equipment List (*All Equipment Must Be Like New*)

- Proposer will identify in the proposal document the major tools and equipment that the Proposer will make available and maintain for use in meeting the scope of work for this Contract.
- List the tools and equipment to be used to meet the scope of work for this Contract. Attach additional pages if necessary.
- All equipment must be Like New Like New equipment is defined as having less than 1,000 hours of operating time, and less than 5 years old at the time of contract execution.
- Attach to your RFP response cut sheets for each type of equipment listed in the table below.

Remainder of this page intentionally left blank.



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17.11 Tab J – Contract Price

Proposer: _____
(Type or Print Company Name)

Proposer shall state the total annual cost for Regular Work, defined as all janitorial work described in Section 13, Scope of Services, in Column D. The total annual cost for Regular work shall include all costs associated with providing Regular work, including labor, supplies, equipment, space, overhead and profit and shall include the amount due to any subcontractors.

	A	B	C	D
	Total Annual Labor Cost	Annual Costs, Supplies	Annual Costs, excluding Supplies & Labor	Total Cost (sum of columns A, B and C)
Year 1	\$	\$	\$	\$
Year 2	\$	\$	\$	\$
Year 3	\$	\$	\$	\$
Year 4	\$	\$	\$	\$
Year 5	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

Accidents, natural disasters, major mechanical failures, or other unexpected events create a sudden and unanticipated need for additional labor hours beyond the Scope of Services or require the performance additional janitorial services as requested by the Authority. Such work shall be considered single occasion and limited in duration (“Single-Occasion Work”) and part of the Contract’s Scope of Work as long as the Single-Occasion Work is deemed by the Authority to be necessary to avoid jeopardizing public health or safety or the continuity of Airport operations. Proposal shall state the labor rates that Proposer proposes to charge for the type of labor involved in Single-Occasion Work:

Hourly Labor Rates for Single-Occasion Work

	Janitor	Traveling Waxer/Shampooer	Window Cleaner	Stainless Steel Cleaning
Year 1	\$	\$	\$	
Year 2	\$	\$	\$	

Year 3	\$	\$	\$	
Year 4	\$	\$	\$	
Year 5	\$	\$	\$	

17.12 Tab K – Financial Statements

Include copies of your firm’s Financial Statements for the most recent three (3) years. The Authority prefers Audited Financial Statements but will accept Reviewed Financial Statements performed by an independent Certified Public Accountant. However, if neither of these is currently available, please submit your Company’s Federal Tax Returns, and all supporting schedules, for the most recent three (3) years.

17.13 Tab L – DBE Inclusion

Discuss the ability and the intent of your firm to include DBE participation for this Contract. Respondent shall also include in this tab all required DBE documents/forms as stated in Section 6 of this Request for Proposals Document above.

17.14 Tab M – Contract Changes

A sample contract may be found in Section 22 of this document. Please review the sample contract as it contains the Authority’s standard terms and conditions. The Authority may negotiate additional terms with the chosen Respondent as appropriate, and these terms will be incorporated into the Contract. The Authority reserves the right to change the sample contract; however, if changes are requested to this sample contract by the Respondent, the Respondent must submit those proposed changes under Tab M - Contract Changes for review and possible approval by the Authority. If no changes are submitted, the Authority’s interpretation will be the Respondent is accepting the Contract as shown in the sample contract. The successful Respondent will not be allowed to change the content of the sample contract terms which may be incorporated in the final Contract, unless those proposed changes are submitted under Tab M and approved by the Authority. **Do not return the sample contract with your response.**

17.15 Tab N – Executive Summary

Describe your team’s approach to providing the services in this RFP, identifying any unique or distinctive features, or alternatives to which the Respondent wishes the evaluation committee to give particular attention. The response to this Tab has a page limit of 2 pages.

18 AWARD

18.1 Solicitation

Responses are solicited from all companies that wish to be considered for the services outlined in this Request for Proposals document. The Authority will make its selection from the information contained in the responses to the Request for Proposals submitted by the due date. All parties are encouraged to respond in depth with statements containing specific experience and qualifications related to this RFP in the format described herein.

18.2 Evaluation Criteria

The following criteria, although not exhaustive, may be used in the evaluation. The Authority reserves the right to change or modify the criteria. The following list in alphabetical order illustrates some of the criteria that may be used in the evaluation process.

18.2.1 Agreement to meet the Authority's Terms and Conditions, including any Contract changes the Respondent may have

18.2.2 Demonstrated ability to perform the service

18.2.3 Experience of Respondent and Respondent's staff, including any subcontractors

18.2.4 Potential Interviews

18.2.5 Previous Comparable Work

18.2.6 Pricing

18.2.7 Proposed Equipment

18.2.8 Proposed Management Plan

18.2.9 Proposed Quality Control Program

18.2.10 Responses of references

18.2.11 Responsiveness, organization, and clarity of the submittal

18.3 Oral Presentation May be Required

The Authority, in its sole discretion, will select the top scoring finalists from the written submittals for an oral presentation, if applicable.

18.4 Final Selection

Once the oral presentations have been completed, if applicable, the Authority will select the top ranked proposer. Thereafter, the selected proposer shall be approved by the Board of Commissioners.

18.5 Authority's Right to No Award or Partial Award

Award will be made to the best qualified, responsive Respondent, if awarded. The Authority reserves the right to reject all responses, reject portions of any response, or accept the response deemed most advantageous to the Authority.

18.6 Cancellation

Should the successful Respondent fail to execute or meet the requirements of the Contract after it is executed, the Authority may cancel the Contract at once and award the Contract to the next best qualified, responsive Respondent.

18.7 Anticipated Contract Date

The Authority anticipates the commencement date of the Contract to be April 1, 2024.

Remainder of this page intentionally left blank

19 REQUEST FOR PROPOSALS FORMS

19.1 Respondent Information Form (*Required*)

If Respondent is an INDIVIDUAL, fill out the following:

Individual's name: _____

If Respondent is a PARTNERSHIP, fill out the following:

Partner Name:

Partner Address:

_____	_____
_____	_____
_____	_____
_____	_____

If Respondent is a CORPORATION, fill out the following:

NAME OF CORPORATION PRESIDENT: _____

NAME OF CORPORATION SECRETARY: _____

All Respondents fill out the following:

NAME OF COMPANY: _____

PRINCIPAL BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

LOCAL STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

FEDERAL TAX ID #: _____

TELEPHONE NUMBER: _____ CELL NUMBER: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

SIGNATURE OF RESPONDENT: _____

19.2 Proposal Bond

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned,

_____ as Principal and
(Insert full legal name and address or Respondent/Offeror)

_____ as Surety,
(Insert full name and address or legal title of Surety)

Licensed under the laws of the State of Tennessee to act on surety bonds for principals, are hereby held and firmly bound unto

Memphis-Shelby County Airport Authority
2491 Winchester Road, Suite 113
Memphis, Tennessee 38116-3856

in the sum of Five Percent of the First Year Proposed Price or \$10,000, whichever is greater Dollars (\$ _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal to Memphis-Shelby County Airport Authority for Janitorial Services, Proposal
Number 24-0001, and more fully described in said Request for Proposal and made a part hereof and incorporated herein by
reference; and

WHEREAS, it is one of the conditions of the Request for Proposal that this Bond be executed prior to the award of the Contract;

NOW, THEREFORE, if the Proposal shall be accepted and the Principal shall enter into a Contract in accordance with the terms of
such Proposal, and furnish such bonds and proof of insurance as required in the Proposal or Contract Documents with good and
sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the
performance thereof and in connection therewith, and shall in all other respects perform the agreement created by the acceptance
of said Bond, then this obligation shall be void, otherwise the same shall remain in full force and effect. The Principal or the Surety
shall not be liable for any amount in excess of the sum stated in this Bond, and the obligation shall be in no way impaired or affected
by any extension of time within which the Proposal may be accepted; and said Surety does hereby waive notice of any such
extension.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL

SURETY

Respondents Name

By: _____
Signature of Principal

Printed Name

(Surety)

By: _____
Signature of Attorney-in-Fact

Printed Name

20 DBE FORMS

20.1 DBE Assurance Statement/Letter of Intent (*Required*)

Submit on Company Letterhead for each DBE Subcontractor

DBE ASSURANCE STATEMENT/LETTER OF INTENT

Respondent:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

DBE:

Name of Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Description of work to be performed by DBE:

The Respondent is committed to utilizing the above-named DBE for the work described above. The estimated dollar value of this work is \$ _____, which is _____ % of the total base proposal.

AFFIRMATION

The above-named DBE affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
Signature of DBE and Title Date Name

By: _____
Signature of 2nd/3rd Tier Subcontractor and Title Date Name

If the Respondent does not receive award of the prime contract, any and all representations in this letter of Intent and Affirmation shall be null and void.

By: _____
Signature of Respondent and Title Date Name

20.2 Respondent DBE Goals Accomplishment Statement (Required)

Submit on Company Letterhead

RESPONDENT DBE GOALS ACCOMPLISHMENT STATEMENT

The undersigned Respondent has satisfied the requirements of the bid/proposal specification in the following manner (please complete the appropriate spaces):

- ☐ The Respondent is committed to a minimum of ____% DBE utilization on this contract.
- ☐ The Respondent is unable to meet the DBE goal of ____% but is committed to a minimum of ____%

DBE utilization on this contract and submits the attached narrative and documentation demonstrating good faith efforts consistent with Appendix A of 49 CFR 26. **The Respondent should attach as many pages as necessary to provide a full and complete narrative and supporting documentation of good faith efforts made. This narrative must be written on company letterhead and signed.**

Please provide an explanation for the percentage quoted above:

Provide an explanation of the dollar value of DBE's participation and compensation and how this has been determined to meet the specific goal requirements of this solicitation in whole or part.

If DBE and company will enter into a Joint Venture, please describe the terms of the relationship and attach a copy of the contract between the parties.

It is the present intent of the Respondent to utilize the specific DBE firms identified in this proposal in the execution of this contract. If for any reason, one or more of the DBE identified here are unable or unwilling to participate, the Respondent will make good faith efforts to replace the DBE with a similar DBE. The Authority DBE Good Faith Procedures are provided in this package and apply to this proposal.

Respondent's Name: _____

State Registration No.: _____

Federal Tax ID No.: _____

By: _____
Signature and Title Date

20.3 Information on All Firms Providing Responses (Required)

Information on All Firms that Provided Bids or Quotes

This requirement applies to all firms, regardless of whether they are subs or primes, regardless of the gender or race of their owners, and regardless of whether they are ultimately chosen to participate in the contract. Please list below the name, address, phone number and contact person for every firm that provided you a bid or a quote on this RFP – even if you ultimately decided not to use the firm in preparing your final response. The first line should be used for the **Respondent** of this RFP. All sections must be completed to the best of your ability.

Authority RFP No.: **24-0001 – JANITORIAL SERVICES**

Name of Firm	Full Address of Firm	Point of Contact	Phone No.	DMWBE? Y/N	Firm Age Years	AGRR*

*Footnote: Please enter the letter for the category that best identifies your annual gross revenue.

AGRR =Annual Gross Revenue Ranges: **A** = Less than \$500,000 **B** = \$500,000 - \$1 Million **C** = \$1 - \$2 Million **D** = \$2 - \$5 Million **E** = Over \$5 Million

20.4 Voluntary Disclosure of Respondent Data (Voluntary)

Do **not** submit this form on company letterhead

VOLUNTARY DISCLOSURE OF RESPONDENT DATA

For Title VI Compliance, the Authority asks for **voluntary disclosure** of the following information:

Gender: Male _____

Female _____

Race: Caucasian _____

Black American _____

Hispanic American _____

Native American _____

Subcontinent Asian American _____

Asian-Pacific American _____

Other (please specify) _____

21 ATTACHMENTS

ATTACHMENT A MAPS

PEDESTRIAN PLAZA/EPS LEVELS 1 – 7

EPS LEVEL 1

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-1-9.23-p5.pdf>

EPS LEVEL 2

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-2-9.23-p5.2.pdf>

EPS LEVEL 3

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-3-9.23-p5.3.pdf>

EPS LEVEL 4

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-4-9.23-p5.4.pdf>

EPS LEVEL 5

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-5-9.23-p5.5.pdf>

EPS LEVEL 6

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-6-9.23-p5.6.pdf>

EPS LEVEL 7

<https://flymemphis.com/wp-content/uploads/2023/09/EPS-Level-7-9.23-p5.7.pdf>

ATTACHMENT B
RESTROOM SUPPLIES LIST
(ALL SUPPLIES WILL BE PROVIDED BY THE AIRPORT AUTHORITY)

Roll Towel
Toilet Seat Covers
Multi-Fold Towel
Baby Changing Liners
Toilet Tissue
Foam Soap
Hand Sanitizer

22 SAMPLE CONTRACT

CONTRACT NUMBER

FOR

JANITORIAL SERVICES

BY AND BETWEEN

THE MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

AND

SUCCESSFUL RESPONDENT

THIS CONTRACT, made and entered into this [day] day of [month], [year], (the “Contract” or “Agreement”), by and between [VENDOR NAME] (“Company” or “Contractor”) and **Memphis-Shelby County Airport Authority**, a body politic and corporate organized and existing under and by virtue of the laws of the State of Tennessee, (“Authority” or “Sponsor” or “Owner”). The Authority and the Company may be referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH THAT:

For and in consideration of the mutual promises, covenants, and stipulations of each Party to the other, the Company agrees to provide the Authority with services on the terms and conditions set forth herein as follows:

1 PERFORMANCE

Company shall provide [Ground Maintenance] (“Services”) to the Authority in accordance with the Scope of Services (“Scope of Services”), which is attached hereto as Exhibit A and incorporated herein by reference. The Authority and the Company agree that from time to time it may be necessary to add to, delete from, or amend the Scope of Services in order to better meet the needs of the Authority, as determined by the Authority in its sole discretion. In such event, the Parties shall, in writing, amend this Contract if the Parties reach an agreement on modifications of the Scope of Services and Compensation, which is defined in the “Compensation” section below.

2 COMPENSATION

For satisfactory performance, the Authority agrees to pay the Company in accordance with the Schedule of Compensation ("Compensation") which is attached hereto as Exhibit B and incorporated herein by reference. The Authority agrees to remit payment to Company within thirty (30) days of receipt of a properly submitted and approved invoice with a complete itemization of the charges, including any and all supporting documentation. However, if Company has an outstanding debt with the Authority for any fees or expenses related to this Contract, and the debt is over thirty (30) days past due, the Authority reserves the right to deduct the amount owed from the Company's submitted invoice.

3 TERM AND RENEWAL

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract (Contract Term). The Authority, in its sole discretion, reserves the option to extend the Contract Term for four (4) additional periods of one (1) year each (Renewal Terms) by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended beyond the four (4) Renewal Terms. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

Any violation or breach of the terms of this Contract on the part of the Company or their subcontractors may result in the termination of this Contract or such other action that may be necessary to enforce the rights of the Parties to this Contract. The duties and obligations imposed by the Contract Documents, as defined in the "Contract Documents" section below, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4 TERMINATION OF CONTRACT

The Authority may, at any time upon thirty (30) days written notice, terminate this Contract in whole or in part at any time, either for the Authority's convenience or because of failure by Company to fulfill the Contract obligations. Upon receipt of such notice, services shall be discontinued on the effective date of termination (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Authority.

If the Authority terminates this Contract, the Authority shall be liable under the payment provisions of this Contract only for payment for services rendered and expenses incurred before the effective date of termination.

Company may terminate this Contract upon thirty (30) days written notice to Authority if Authority is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the Company had not so failed, the termination shall be deemed to have been affected for the convenience of the Authority.

The rights and remedies of the Authority provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

5 UPON TERMINATION

If this Contract is terminated prior to Company's completion of the services to be performed hereunder, then all finished or unfinished documents or other materials prepared or obtained by Company pursuant to this Contract shall become the Authority's property to the extent allowable by law and accounting standards. If this Contract is terminated prior to Company's completion of the services to be performed hereunder, Company shall return to Authority any sums paid in advance by Authority for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Company shall prepare an accounting of the services performed and money spent by Company up to the effective date of termination and shall return to Authority any remaining sums within thirty (30) days of such date.

6 DEFAULTS AND REMEDIES

6.1 DEFAULTS

Company shall be in default of this Contract upon the occurrence of any of the following events:

- a. If Company fails to comply with any of the provisions required of Company under this Contract, and such failure continues for a period of twenty-four (24) hours after written notice thereof is given to Company by the Authority; or
- b. If, by operation of law or otherwise, the right, title, or interest of Company in this Contract is transferred to, passes to, or devolves upon any other person, firm, or corporation without prior written consent of the Authority; or
- c. Upon the levy of any attachment or execution of any process of a court of competent jurisdiction which does or will interfere with Company's performance under this Contract, and which attachment, execution, or other process of such court is not enjoined, vacated, dismissed, or set aside within a period of thirty (30) days; or
- d. Upon the suspension, revocation, or termination of any power, license, permit, or authority that has the effect of preventing Company from performing under this Contract.

6.2 REMEDIES

Upon the occurrence of any one or more of the events as set forth above, or upon any other default or breach of this Contract by Company, the Authority may, at the Authority's sole option, exercise concurrently or successively, any one or more of the following rights and remedies without waiving such default or breach:

- a. Interplead funds to a court or pay any sum required to be paid by Company to parties other than the Authority, and which Company has incurred in connection with this Contract and failed to pay. Any amount so paid in good faith by the Authority, together with interest thereon at the maximum rate provided by law from the date of such payment, and all expenses connected therewith shall be repaid by Company to the Authority on demand; or
- b. Enjoin any breach or threatened breach by Company of any covenants, sections, terms, provisions, or conditions hereof; or

- c. Bring suit for the performance of any covenant devolving upon Company for performance or damage thereof, all without terminating this Contract; or
- d. Terminate this Contract upon ten (10) days written notice to Company, specifying date of termination and upon payment of all fees and expenses incurred prior to termination.

7 RIGHTS AND REMEDIES CUMULATIVE AND NOT EXCLUSIVE

All rights and remedies granted to Authority herein and any other rights and remedies which Authority may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that Authority may have exercised any remedy without terminating this Contract shall not impair Authority's rights thereafter to terminate or to exercise any other remedy herein granted or to which Authority may be otherwise entitled.

8 RECOVERY OF FEES AND EXPENSES

In the event of any claim or other matter in question between the Authority and Company arising out of, or relating to, this Contract or the breach thereof and in addition to any other remedies or recoveries provided herein, the Company shall be liable for and shall promptly reimburse the Authority for any cost or expense incurred by the Authority, including fees and expenses of its attorneys, consultants, and experts, as a result of (i) Company's failure to perform in accordance with the terms of this Contract; (ii) breach of the warranties and guaranties set forth in this Contract; or (iii) any successful action taken by the Authority to enforce the terms of this Contract.

9 WAIVER

Waiver by the Authority of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of Authority, and forbearance or indulgence by Authority in any regard whatsoever shall not constitute a waiver of same to be performed by Company to which the same may apply and, until complete performance by Company of the term, covenant, or condition, Authority shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

10 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performance under this Contract (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused (i) by causes beyond that Party's reasonable control and (ii) occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or Party to substantially meet its performance obligations under this Contract, provided that, as a condition to the claim of non-liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused; however, such delays shall not be grounds for an adjustment in Compensation.

11 ASSIGNMENT

The Company shall not assign the Contract or any part hereof or any monies due or to become due hereunder without the prior written approval of the Authority.

12 SUCCESSORS AND ASSIGNS

The Authority and the Company each binds itself and its partners, successors, executors, administrators and assigns, to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party with respect to all covenants, terms, provisions, and conditions of this Contract. Neither the Authority nor the Company shall assign, sublet, or transfer its interest in this Contract without the prior written consent of the other; provided, however, that claims for money due, or to become due the Company from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of such assignment or transfer shall be furnished promptly in writing to the Authority. Except as provided for above, if Company should subcontract, assign, or transfer any part of Company's interests or obligations under this Contract without the prior written approval of Authority, it shall constitute a material breach of this Contract.

13 INDEPENDENT COMPANY

Company is an independent contractor with respect to all services performed under this Contract. Company accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Company on work performed under the terms of this Contract. Company shall defend, indemnify, save, and hold harmless the Authority from any claims or liability for such contributions, benefits or taxes. Nothing contained in this Contract, nor any act of the Authority or Company, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with the Authority. The Company is not the Authority's agent and the Company has no authority, express, apparent or otherwise, to take any action or execute any documents on behalf of the Authority.

14 NO FINANCIAL INTEREST

Company understands and agrees that no Authority employee or member of the Board of Commissioners of the Authority, Memphis City Council, or Shelby County Board of Commissioners shall receive any financial benefit arising out of this Contract, either directly or indirectly. Further, any fees paid to any person or entity by the Company for assistance in obtaining this Contract with the Authority have been fully disclosed to the Authority in Company's Response, as defined in the "Incorporation of Company's Response" section below and supplemented in writing as necessary throughout this process.

15 INDEMNIFICATION

- a. Company shall defend, indemnify, and hold harmless the Authority and its commissioners, officers, agents and employees, from and against all claims, damages, demands, liability, losses, acts of God, costs, fines, and expenses of any nature whatsoever, including reasonable attorneys' fees, arising out of or resulting from any negligent acts or omissions in connection with Company's performance of this Contract, to the extent caused in whole or in part by Company or its employees, officers, agents, or subcontractors, or caused by others for whom Company is liable except to the extent of intentional misconduct of the

Authority. The indemnity set forth in this section shall survive the expiration or earlier termination of this Contract.

- b. When the Company is obligated to provide the Authority a defense hereunder, it shall do so with qualified counsel that is selected by the Company and approved by the Authority. Such approval shall not be unreasonably withheld. In light of the Authority and the Company's continuing relationship, however, the potential for conflicts of interests exists if the same counsel represents both the Authority and the Company when the Company accepts the Authority's tender of defense under the indemnity provision of this Agreement. Therefore, the Authority retains the right to select its own counsel from a list of qualified attorneys provided by the Company or the Company's insurer. The selected counsel's fees and expenses shall be paid for by the Company or its insurer, and the counsel shall be different from that selected by the Company to represent it in the same matter.

16 LAWS, PERMITS AND LICENSES

Company shall abide by and observe all laws, ordinances, and regulations relating to the work to be done pursuant to this Contract. Company shall secure all permits and pay all license fees required by law before beginning the services.

17 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

17.1 OVERVIEW

The Authority operates a federal Disadvantaged Business Enterprise (DBE) Program and a non-federal Business Diversity Development Program (BDDP) to ensure full and fair opportunities in Authority contracting for businesses owned by socially and economically disadvantaged individuals. Only firms that are certified consistent with 49 CFR Part 26 and by the Authority or the Tennessee Department of Transportation Unified Certification Program will be considered to be certified as a Disadvantaged Business Enterprise. The information contained in this section is not intended to, nor does it, supplement or amend any federal regulation. Company is responsible for compliance with all applicable federal and Authority rules and requirements.

17.2 IDENTIFICATION OF CONTRACT GOAL AND REQUIREMENTS

For this Contract, the DBE goal is established as 37%. The DBE goal shall apply to Change Orders.

17.3 ASSURANCE REQUIRED BY 49 CFR 26.13

The Contractor, and any sub-recipient or subcontractor, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions; and/or

(3) Disqualifying the contractor from future bidding as non-responsible.

17.4 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from the Authority. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both DBE and non-DBE subcontractors. There is no retainage or other sums allowed to be withheld from progress payments or any other payments and any exceptions to this prompt pay/retainage provision must be requested in writing by the successful Respondent and approved in writing by an Authority Vice-President or higher prior to the delay or withholding of any payments under this provision.

17.5 UTILIZATION OF DBE SUBCONTRACTOR

Contractor must not terminate a DBE subcontractor listed in response to the solicitation (or an approved substitute DBE firm) without prior written consent of Authority. This includes, but is not limited to, instances in which Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains written consent from the Authority. Unless consent is provided by the Authority, Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Authority may provide such written consent only if the Authority agrees, for reasons stated in the concurrence document, that Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Authority its request to terminate and/or substitute a DBE subcontractor, Contractor must give notice in writing to the DBE subcontractor, with a copy to the Authority, of its intent to request to terminate and/or substitute, and the reason for the request.

Contractor must give the DBE five days to respond to the notice. In the response, the DBE must advise the Authority and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

18 INSURANCE REQUIREMENTS

See Exhibit C for Insurance Requirements.

19 DAMAGE TO AUTHORITY PROPERTY

Company agrees to promptly notify Authority of any damage caused to Airport property arising from Company's activities at the Airport. Company also agrees to comply with any request made by the Authority for reimbursement of costs associated with any damage to Airport property arising from the use of the Airport by Company or any of Company's representatives, managers, employees, agents, contractors, subcontractors, licensees or invitees or from the conduct of same. This provision shall survive the termination of this Contract.

20 AUDIT

The Authority shall have the right to audit this Contract along with any and all books, documents, and records relating thereto, as deemed necessary by the Authority, in its sole discretion. The books, documents, and records of Company in connection with this Contract shall be made available to the Authority in the Authority's offices or other locations in Memphis, Tennessee, acceptable to the Authority, within ten (10) days after a written request is made. The Authority may audit the Company's records at any time within three (3) years of each year ended June 30. The provisions of this section shall survive the expiration or earlier termination of the Contract by a period of no less than three (3) years.

21 GOVERNING LAW

This Contract shall be interpreted, construed and performance shall be governed by and in accordance with the laws of the State of Tennessee. Authority and Company irrevocably agree that should any litigation arise out of this Contract, it shall be brought in the state or federal courts in Shelby County, Tennessee.

22 SURVIVAL OF OBLIGATIONS

All obligations of the Parties that either expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect subsequent to, and regardless of, this Contract's expiration or termination and until they are fully satisfied or by their nature expire.

23 INCORPORATION OF AUTHORITY'S REQUEST FOR PROPOSALS

The Authority's Request for Proposal, 24-0001, shall be incorporated in its entirety herein by reference. Accordingly, the Company shall be obligated to meet all requirements including, but not limited to, DBE requirements and Performance Bonds as described in the Proposals; provided, however, that where an express provision of this Contract conflicts with any provision of the Request for Proposals, this Contract shall control.

24 INCORPORATION OF COMPANY'S RESPONSE

Company's timely response to the Authority's Request for Proposals ("Company's Response") shall be incorporated in its entirety herein by reference. Company and Authority acknowledge that Company's Response was a valuable consideration in the award of this Contract to the Company and is an authoritative reference for understanding the intention of the Parties to this Contract. Accordingly, Company shall be obligated to meet all specifications described in Company's Response; provided, however, that any conflict

between an express provision of this Contract and any provision of Company's Response shall be resolved in the following order: (1) the provisions of this Contract, (2) Scope of Services, and (3) Schedule of Compensation.

25 UNCONDITIONAL OBLIGATION TO PROCEED

Notwithstanding anything herein to the contrary, when the Authority has requested work for which time is of the essence, the Company will proceed with the work even if it has a dispute with the Authority concerning the amount to be paid.

26 CONTRACT DOCUMENTS

The documents which comprise the entire Contract between the Authority and the Company ("Contract Documents") consist of the following:

- a. This Contract
- b. Exhibit A – Scope of Services
- c. Exhibit B – Schedule of Compensation
- d. Exhibit C – Insurance Requirements
- e. Exhibit D – Required contract provisions for Airport Improvement Program and for Obligated Sponsors

27 SEVERABILITY

In the event any provisions of this Contract shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.

28 BONDS

The Company is required to furnish a Performance Bond and a Labor and Material Payment Bond at the time of Contract execution and prior to the start date of the Contract, in an amount equal to contract price, to guarantee the Company's performance of the Contract. The bonds shall be made payable to the Memphis-Shelby County Airport Authority and shall remain in force for the duration of the Contract.

The bonds submitted by Company must include an original or certified copy of the Power of Attorney authorizing the Attorney-in-Fact to execute the bonds on behalf of the Surety. The bonds provided to the Authority in connection with this Contract shall be executed by the Company and Surety, and duly issued by an insurer or corporate surety which:

- a. Is authorized to conduct insurance business and provide surety bonds in the State of Tennessee; and
- b. Is otherwise in compliance with the provisions of the Tennessee Insurance Code; and
- c. Is authorized by the United States Department of Treasury pursuant to 31 U.S.C. § 9304-9308; and
- d. Has an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide; and
- e. Notwithstanding the provisions of (d) above, an insurer or corporate surety that is not rated by Best's Key Rating Guide may be accepted by the Authority following a review or investigation of the

insurer's or corporate surety's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity, and such other factors as the Authority may deem appropriate.

29 GENERAL WARRANTY AND CORRECTION OF WORK

The Company warrants to the Authority that all materials and equipment furnished in performance of the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.

The Company shall promptly correct all defective Work whether observed before or after the substantial completion date and whether or not fabricated, installed or completed. The Company shall bear all costs of correcting defective Work.

If, within one (1) year after the substantial completion date, any of the Work is found to be defective, the Company shall correct it promptly after receipt of a written notice from the Authority to do so.

All defective or non-conforming Work shall be removed from the site of the Work if necessary, and the Work shall be corrected to comply without cost to the Authority. The Company also shall bear the cost of making good all work of other contractors destroyed or damaged by removal or correction of the defective Work of Company.

If the Company fails to timely and properly correct defective Work, the Authority may correct it and hold the Company liable for all costs, expenses and damages, including attorney's fees and litigation costs incurred by Authority in correcting it.

In addition to the foregoing warranty, a warranty period of one (1) year shall apply under the same terms and conditions as the original warranty, to any work, supplied in correction of defective work under warranty and the Company shall assign to the Authority any warranties, including extended warranties, which are available in connection with the performance of such correction of defective Work. The warranty period shall commence on the date the Authority accepts the corrective Work of the Company.

30 NOTIFICATION

All written notices, demands or requests of any kind that either Party desires to serve on the other Party in connection with this Contract may be served by hand-delivery or by mail at the addresses below or such other addresses as may be provided in writing. Any such notice or demand so served by mail shall be mailed or delivered by certified or registered mail with postage or fees thereon fully prepaid, and addressed to the Parties as follows:

If to Authority:

Memphis-Shelby County Airport Authority
Director of Procurement
2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

Memphis-Shelby County Airport Authority
General Counsel

2491 Winchester Road, Suite 113
Memphis, TN 38116-3856

If to Company: [VENDOR NAME]
[POINT OF CONTACT]
[ADDRESS]
[CITY, STATE ZIP]

Any notice to either Party relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by certified or registered mail to the other Party at its last given address or delivered in person to the other Party or to its authorized representative.

31 ENTIRE AGREEMENT

This Contract constitutes the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, stipulations, representations, or agreements, whether written or oral. The provisions of this Contract may only be modified, amended or waived by a written instrument executed by the Parties. If any provision or term of this Contract shall be determined to be illegal, invalid or unenforceable, the remainder shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

32 EXECUTION OF CONTRACT

The parties hereby agree and express their intent to execute this Contract electronically if Authority has a designated information processing system. The parties also hereby agree that this Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The remainder of this page left blank intentionally.

IN WITNESS WHEREOF, the signatures of the respective Parties by their duly authorized officers on the date first above written.

MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

[VENDOR NAME]

By: _____

By: _____

Title: President and CEO

Title: _____

Approved as to Content:

By: _____

Title: Executive VP of Operations/COO

Reviewed and Approved:

By: _____

Title: Director of Maintenance

Approved as to Form and Legality

By: _____

Title: General Counsel

EXHIBIT A

SCOPE OF SERVICES

INSERT SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF COMPENSATION

INSERT SCHEDULE OF COMPENSATION

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to commencing work, the Company and its Subcontractor, if any (hereinafter collectively called Company) shall procure and continuously maintain, at its sole cost and expense, with insurers' financially acceptable and lawfully authorized to do business in Tennessee and any other states where work or operations are performed on behalf of the Authority, the insurance coverage required herein. The minimum limits for the insurance coverage required herein are listed below unless higher limits are required by law.

C.1 MINIMUM SCOPE AND LIMITS OF INSURANCE

All General Liability policies of insurance with respect to work to be performed under the Contract and submitted by the Company, whether it be separate policies or on a combined form, must be written on an occurrence basis. Acceptance by Authority of insurance submitted by the Company does not relieve or decrease in any manner the liability of the Company for performance of the work required under the Contract, nor alter Company's indemnification obligations under the Contract. The Company shall increase such minimum limits upon written request from the Authority. The Company is responsible for any losses, claims, and costs of any kind which the Company's insurance does not cover.

C.1.1 COMMERCIAL GENERAL LIABILITY

Company's insurance coverage shall be on an occurrence coverage form, with coverage at least as broad as that provided under the current edition of the **Insurance Services Office Commercial General Liability Policy, CG 00 01 @**, and shall provide coverage for bodily injury, property damage, personal injury, advertising injury, premises and operations, products and completed operations. There shall be no limitations or exclusions beyond those contained in CG 00 01 04 13 which apply to property damage, products and completed operations, or contractual liability.

Company shall maintain Commercial General Liability with limits not less than:

\$1,000,000 bodily injury and property damage per occurrence
\$1,000,000 products and completed operations aggregate
\$2,000,000 general aggregate

C.1.2 AUTOMOBILE LIABILITY

Company shall maintain coverage for liability with respect to the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of the Company. The coverage shall be at least as broad as the current edition of the **Insurance Services Office Business Automobile Policy, CA 00 01 @** and include Symbol 1 'any auto'. If Company's scope of services includes the transportation of hazardous materials to or from Airport premises, as determined by the Authority, company shall also include pollution coverage by procuring and continuously maintaining current editions of standard endorsements **MCS-90** and **CA 99 48**, or their equivalents.

\$1,000,000 combined single limit each accident

If Company's scope of services is mandated by State and/or Federal DOT regulations, Company will be in compliance with all applicable mandates at all times.

C.1.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Company shall maintain Workers' Compensation coverage in accordance with the statutory requirements and regulations of the State of Tennessee, and shall voluntarily provide workers' compensation coverage for proprietors, partners or others not statutorily required to maintain workers compensation insurance. Coverage shall endorse the Authority as an Alternate Employer and provide a copy of such endorsement to the Authority.

Company shall maintain Employer's Liability insurance of not less than:

\$500,000 for bodily injury by accident

\$500,000 for bodily injury by disease

\$500,000 policy aggregate

C.1.4 UMBRELLA LIABILITY

Company shall maintain umbrella liability coverage on an occurrence coverage form, with coverage following form to the coverages provided by the current editions of the *Insurance Services Office Commercial General Liability Policy, CG 00 01*®, the *Insurance Services Office Business Automobile Policy, CA 00 01* and *Insurance Service Office Workers' Compensation and Employers Liability Policy WC 00 00* in accordance with the statutory regulations of the State of Tennessee with coverage not less than

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

C.1.5 POLLUTION (ENVIRONMENTAL) LIABILITY OR POLLUTION LEGAL LIABILITY INSURANCE

Coverage will respond to bodily injury or property damage liability and clean up associated with spills, discharges, emissions, transportation, storage, treatment, or disposal of any substance that is or becomes a hazard to the environment and contaminates the air, soil, or ground waters.

Company shall maintain Pollution (Environmental) Liability in an amount not less than:

\$ 1,000,000 per incident

\$ 1,000,000 policy aggregate

C.2 DEDUCTIBLES, SELF-INSURED RETENTIONS OR SELF-INSURED PROGRAMS

Any deductibles, self-insured retentions or self-insured programs must be declared to and approved in advance by the Authority and shall be fully disclosed and identified within the Certificate of Insurance. At the option of the Authority, Company shall reduce the deductible or self-insured retention to a maximum of \$10,000 or eliminate such deductibles or self-insured retentions applicable to claims involving the Authority, its officials and employees, or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention amount.

The self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits of liability. Any policy of insurance that either specifies self-insurance or a self-insured retention or that is maintained by Company shall contain a provision to the effect that the insolvency or bankruptcy of the insured shall not relieve the insurance company of any obligation under the policy.

C.3 OTHER INSURANCE PROVISIONS

The required insurance shall contain the following additional provisions:

C.3.1 ADDITIONAL INSURED

The Memphis-Shelby County Airport Authority, including the Authority's commissioners, officers, employees, and agents, shall each be included as additional insured on Company's Commercial General Liability, Pollution Liability, Auto Liability, and Umbrella Liability policies with respect to claims or liabilities arising from, or connected with Company's work or operations. The additional insured endorsements shall be at least as broad as the current edition of the Insurance Services Offices forms **CG 20 10@** and **CG 20 37@**.

C.3.2 PRIMARY COVERAGE

Company's required insurance coverage, including umbrella liability, shall be primary insurance, and any insurance or self-insurance maintained by the Authority shall be in excess of and non-contributory with Company's insurance.

C.3.3 SEVERABILITY OF INTEREST

Except with respect to the limits of insurance, Company's required insurance shall apply separately to each insured or additional insured.

C.3.4 WAIVER OF SUBROGATION

To the fullest extent permitted by law, Company agrees to waive all rights of subrogation against the Authority, including the Authority's commissioners, officers, employees, and agents and shall cause each of its contractors and subcontractors to waive their rights of subrogation against the Authority, including the Authority's commissioners, officers, employees and agents for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:

- a. To real or personal property, including but not limited to vehicles, equipment, and tools owned, leased, or used by the Company or the Company's employees, agents, or subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are covered, or would have been covered, by the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company.

This waiver shall apply to all first party property, equipment, vehicle, and workers compensation claims, unless prohibited under applicable state statutes, and all third-party liability claims. This waiver shall also apply to all deductibles, retentions, or self-insured layers applicable to the required or any other insurance, except professional liability to which this requirement does not apply, maintained by the Company. If necessary, the Company agrees to secure endorsements to the required insurance policies to permit waivers of subrogation in favor of the Authority as required hereunder. The Company further agrees to hold harmless and indemnify the Authority for any loss or expense incurred as a result of the Company's failure to obtain such waivers of subrogation from the Company's insurers.

C.3.5 NOTICE OF CANCELLATION

Should the Company cancel, fail to renew, or make changes to any insurance policy required herein, and/or receive advance written notice from the insurer prior to the cancellation, termination, revocation of or any adverse material change to any insurance coverage required hereunder, the Company shall immediately notify the Authority in writing of same. If any of the insurance is cancelled, the Company shall cease operations until such insurance can be provided.

C.3.6 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business in the State of Tennessee having an A- or better rating and a Financial Size Category of "Class VII" or higher according to the most current edition of Best's Key Rating Guide.

C.3.7 VERIFICATION OF COVERAGE

The Company shall furnish the Authority with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations. The Company agrees to submit an insurance certificate(s) such that the Authority has a certificate evidencing current required coverage at all times. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on Company's behalf. **Copies of endorsements providing coverage for additional insureds, primary, non-contributory coverage, permitting waiver of subrogation, and earlier notice of cancellation shall also be provided to the Authority.** Renewal certificates shall also be provided to the Authority prior to the expiration of the required insurance policies.

If required by the Authority's legal counsel, the Company agrees to provide true and certified copies of the required insurance policies within fifteen (15) days of receipt of written request from the Authority. In the event renewal policies have not been

issued by insurer(s), the Company agrees to provide complete copies of insurance binders issued to evidence coverage required by this Contract until such time as the actual policies are received from insurer(s).

Failure of the Authority to request such certificates or other evidence of Company's compliance with insurance requirements, or failure of the Authority to identify deficiencies from evidence that is provided, shall in no way limit or relieve Company of its obligations to maintain such insurance.

C.3.8 SUBCONTRACTORS

The Company shall require their contractors and subcontractors to maintain same insurance coverage and minimum limits as is herein required of the Company, as well as provide proof of subcontractors' insurance coverage to the Authority.

C.3.9 LEASED EMPLOYEES

Use of leased employees by Company is expressly prohibited without the Authority's prior written permission. If permitted by the Authority, Company shall:

- a. Provide the Lessor with a complete copy of agreement with employee leasing company;
- b. Require leasing company to provide workers' compensation and employers liability insurance with limits in amounts not less than required of Company;
- c. Require leasing company to provide standard Alternate Employer Endorsement WC 00 03 naming the Authority as alternate employer on leasing company's workers' compensation and employers liability policy;
- d. Require leasing company to provide waiver of subrogation in favor of Lessor on leasing company's workers' compensation insurance policy; and
- e. Provide the Lessor with a copy of leasing company's certificate of insurance, with endorsements, evidencing the required coverage.

C.3.10 NO REPRESENTATION OF COVERAGE ADEQUACY

In specifying minimum Company insurance requirements, the Authority does not represent that such insurance is adequate to protect Company for loss, damage or liability arising from its work. Company agrees that it is Company's responsibility to identify its own risks and protect itself accordingly and understands that the Authority accepts no liability for any such uninsured risks howsoever arising.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Company for liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as is available to it under any other provision of the Contract. Any acceptance of certificates of insurance by the Authority shall in no way limit or relieve Company of its duties and responsibilities under the Contract, including the duty to indemnify and hold harmless the Authority.

EXHIBIT D

REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS

Federal Laws and regulations require that recipients of federal assistance include contract provisions in certain contracts without modification. The provisions in this section apply to this Agreement. The Company shall incorporate the applicable provisions, as indicated in this section, in all of the subcontracts that it enters into for work to be performed related to this Agreement.

Certain provisions must be included in all sponsor contracts, regardless of **whether or not** the contracts are federally funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

1 GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

2 TITLE VI COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. COMPLIANCE WITH REGULATIONS

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. NON-DISCRIMINATION

The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the

Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. INFORMATION AND REPORTS

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. SANCTIONS FOR NONCOMPLIANCE

In the event of a Contractor's noncompliance with the Non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a Contract, in whole or in part.

6. INCORPORATION OF PROVISIONS

The Contractor will include the provisions of paragraphs 2.1 through 2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

3 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (2) 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- (5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- (6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- (9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- (11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

4 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.