

**REQUEST FOR PROPOSAL
EVENT SECURITY SERVICES FOR MUSIC CITY CENTER
201 5TH AVENUE SOUTH, NASHVILLE, TENNESSEE 37203**

RFP # 104-2015

**Issued By:
The Convention Center Authority
of the Metropolitan Government of Nashville and Davidson County**

Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to the Metropolitan Government. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process.

Issuance Date: October 30, 2015

Event Security Services for the Music City Center



**Proposal Submission Date:
December 18, 2015 (3:00 PM Nashville local time)**

**Procurement Staff Contact:
Jasmine Quattlebaum
Director of Purchasing
Convention Center Authority**

REQUEST FOR PROPOSAL
Event Security Services

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NOTICE TO OFFERORS

This Request for Proposal (RFP) has been posted to Nashville Music City Center website for your convenience. Addenda and attachments, if issued are also posted. It is the Offeror’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Solicitation amendments are posted on the Nashville Music City Center (hereafter Music City Center) web site at (<http://www.nashvillemusiccitycenter.com/business-opportunitites>) and attached to the individual solicitation listing as either a Microsoft Office product or PDF file.

Any alterations to the document(s) made by the Offeror, other than completing worksheets/forms, may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Convention Center Authority.

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I) INTRODUCTION AND OVERVIEW

A. Convention Center Authority.

Established in 2009, the Convention Center Authority of Metropolitan Government of Nashville & Davidson County (hereinafter “the Authority”) is a public, nonprofit corporation and a public instrumentality of the City and is authorized under Title 7, Chapter 89, Part 1, Tennessee Code Annotated, as amended, to plan, promote, finance, construct, acquire, renovate, equip and enlarge convention center facilities along with associated hotel accommodations in order to promote and further develop tourism, convention and employment opportunities in the State of Tennessee and thereby provide a means to attract conventions, public assemblies, conferences, trade exhibitions or other business, social, cultural, scientific and public interest events to the State, enhance the State’s image as a convention destination, and encourage and foster economic development and prosperity and employment within the State. The Authority consists of nine members appointed by the Mayor of Nashville and includes a chair, vice-chair, and secretary, who are elected annually. Nashville’s vice-mayor sits on the Authority as an ex-officio member.

The Music City Center, located at 201 5th Avenue South, Nashville, Tennessee, 37203, which includes approximately 353,000 square feet of exhibition space, approximately 75,000 square feet of ballroom space (consisting of a 57,500 square foot grand ballroom and an 17,900 square foot junior ballroom), 60 meeting rooms with approximately 102,000 square feet in total, over 145,000 square feet of pre-function space, two outdoor terrace areas (one on 5th Avenue with 19,000 square feet of space and the other at the corner of 8th Avenue and Demonbreun with over 16,500 square feet of space), 32 loading docks, 1800 space 3 level parking garage with three entrances, and approximately 2,200 square feet of retail space.

B. Purpose and Opportunity.

The Authority is administering this RFP for qualified firms to submit proposals for Event Security for the Music City Center.

It is the Authority’s objective to select the best-qualified firm who, in its opinion, will continuously provide top quality service, product quality, and generally create goodwill within this high-quality facility. The final decision of the Authority will be made in its overall best interest.

Contractor shall have event security experience in medium to large convention centers of three hundred thousand square feet (300,000 sq. ft. of exhibit space) or bigger.

Any contract resulting from this RFP will be for a three (3) year term with a one-time option to extend for two (2) additional one year term at the sole discretion of the CCA.

II) SCOPE OF SERVICES

The vendor will be required to enter into an agreement that will be subject to the approval of the Authority or its designee in all respects. It is anticipated that the Agreement will include various types of professional security that includes but not limited to:

1) Staffing Needs

- A. The Contractor must be able to provide labor for the following positions:
- Booth Security
 - Event Security Supervisor
 - Event Security
 - Overnight Rover
 - Off Duty Police Officers
 - Parking Attendant/Cashier
 - Parking Supervisor
 - Parking Garage Patrol
 - Traffic/Dock Control
 - Ticket Sellers/Takers
 - Ushers
- B. MCC shall have the right of rejection and approval of any staff assigned to work under this contract.
- C. If MCC rejects a person assigned, the Contractor must provide replacement staff or additional staff within one hour and at no additional cost to MCC.
- D. Should the contractor at any time be unable to supply the requested labor to MCC, CCA reserves the right to obtain that requested labor from another source.
- E. Every effort should be made to schedule staff consistently on the same post during a single event.
- F. MCC may on occasion request specific personnel to work. It is the contractors' responsibility to inform MCC if that laborer is approaching overtime hours.
- G. Customers may request consistency in Security and wish to extend coverage to the surrounding hotels and venues through this contract.
- H. The Contractor will assign an on-site manager to be the MCC's point of contact and to oversee the performance of this contract. This Manager must have extensive experience in event management and crowd control. This manager will be available twenty-four (24) hours a day via cell phone.
- I. The Contractor's assigned on-site manager or site supervisor must be present at the beginning of each scheduled event shift to coordinate with the MCC Director of Security or his/her designee the staff arrivals, briefing, and post assignments.

- J. The on-site manager will be required to attend, at a minimum, two weekly meetings as well as planning and pre-event customer meetings as requested.

2) Equipment Requirements

- A. Contractor agrees to provide a minimum of fifty (50) digital radios and ear pieces that operate effectively in all areas of the MCC for use by their personnel for communication with each other and the MCC staff. A repeater system must be used, at the expense of the contractor, for these radios.
- B. Contractor also agrees to make available up to fifty (50) radios and ear pieces on the same frequency for those events requiring two-way communication with more personnel.
- C. Contractor must provide wand style metal detectors, and flashlights for personnel as may be required for events.
- D. MCC provides outdoor propane heaters for post positions exposed to the elements as deemed necessary by the MCC; Contractor agrees to provide propane for these heaters as needed.

3) Training

- A. Each team member assigned to MCC must go through a building orientation/tour with a member of the MCC security management team prior to post assignment.
- B. The MCC will offer space one day per month for training needs.
- C. MCC Director of Security is available to assist with any additional training needs as mutually agreed upon.
- D. All personnel should be trained at the Contractor's expense and well versed in the following:
 - a. Customer Service,
 - b. Diversity, Sexual Harassment Awareness,
 - c. ADA (Americans with Disability Act),
 - d. Basic first-aid and CPR, and
 - e. Crowd Management.

4) Uniforms and Appearance

- A. Contractor must provide a professional uniform that identifies the personnel as MCC Security staff and be approved in advance by the MCC. Contractor must provide photos of the proposed Male/Female uniforms
- B. All personnel assigned to MCC must be well groomed and maintain a professional appearance. Clean shaven; hair not past the shirt collar (male).
- C. Contractor must display the MCC logo on uniform shirt. Uniform shirt and logo placements must have prior approval.
- D. Uniforms are to be worn only for MCC events only.
- E. Uniform should be clean and wrinkle free upon arrival to work. Shirts must be tucked in neatly. A black belt should be worn with pants having belt loops.
- F. Contractor is responsible for providing cold weather apparel for exterior positions. MCC must approve cold weather apparel.
- G. Excessive jewelry (females), earrings (male), old pants, baggy pants worn low, hats, bandanas, sunglasses, old shoes, visible tattoos, etc. cannot be worn while working at the MCC.
- H. From time to time certain events may require dress uniforms for staff (ex.CMA After Awards party). Contractor agrees to ensure proper dress attire for these type functions for all assigned staff.

5) Contractor Constraints/Responsibilities

- A. Contractor must have experience in similar size, type, and scope as detail in RFP.
- B. Contractor must be available twenty-four (24) hours a day, seven (7) days a week and be able to provide labor twenty-four (24) hours a day, seven (7) days a week including holidays.
- C. Due to limited space within the facility of the MCC, the Contractor will be provided a secure space for an office and to store commonly needed items such as communication devices, etc. It may be necessary for the Contractor to provide an off-site location for additional storage and additional administrative duties.
- D. Contractor agrees to reimburse MCC for any long distance phone calls, copier and facsimile usage.

- E. It will be the contractors' responsibility to submit a proposal for providing Event Security and Parking Coverage inside and outside MCC for the duration of this contract.
- F. Contractor shall be financially responsible for the loss of any parking funds due to negligence or improper ticket handling by contractor's personnel (generally less than \$200 per month).
- G. Contractor must provide the MCC Director of Security with the scheduled staff names a minimum of two (2) days in advance of each event.
- H. Contractor must provide a photo ID with MCC logo for all personnel and it must also be displayed at all times while working in the MCC. MCC can provide these ID's for ten dollars (\$10) each.
- I. The Contractor must be able to hire and supply off duty Police Officers (uniform or plain clothes) if requested by clients or required by the MCC.
- J. Contractor agrees to provide Event Security for MCC at other properties other than MCC as may be requested by MCC's customers.
- K. The Contractor must not contact the clients of the MCC for payment or scheduling. If a client contacts the awarded contractor, the client must be referred to the MCC Director of Security.
- L. MCC rates must not be discussed with current, past, or future MCC customers.
- M. Contractor agrees to honor the current contractor rates for all outstanding MCC client estimates.
- N. Contractor agrees to negotiate bill rates with MCC for those customers who seek out competitive bids.
- O. Contractor must supply MCC with a copy of all licenses or applications for licenses from the State of Tennessee for all personnel.
- P. The Contractor, its officers, agents, and employees must comply with applicable state and federal laws, rules and regulations.
- Q. Contractor understands all expenses including administrative costs, benefits, uniforms, equipment, ETC. should be considered in the submitted hourly rate. Additional expenses after contract award will not be considered.

- R. Contractor must be an active member in IAVM. Membership must remain current throughout the term of the contract.

6) Contractor Personnel Requirements

- A. Assigned personnel must assist with patron and staff safety.
- B. All assigned personnel must participate in emergency response, notification, and evacuation.
- C. All assigned personnel will assist MCC staff with controlling access to the facility.
- D. Assigned personnel may also direct and control automotive traffic through the facility.
 - o Contracted personnel found to be negligent in their duties may be financially responsible for any facility/vehicular damage that may occur as a result of that negligence.
- E. In addition to standard business hours, personnel are required to work weekends, nights, and holidays.
- F. MCC requires that a minimum roster of two hundred (200) event staffing personnel.
- G. Contractor must screen all personnel assigned to the MCC for recent use of alcohol and/or illegal drug use.
- H. County, State and Federal criminal background checks should be completed by the contractor and at the contractor's expense on any personnel prior to working at MCC. Personnel with felony convictions within the past ten years will not be accepted.
- I. Contractor must have third party vendor conduct random alcohol and/or illegal drug use screenings on at least twenty percent (20%) on an annual basis and submit report to the Director of Security prior to December 31st of year of contract.
- J. All personnel should possess good customer service skills.
- K. All personnel utilized must be fully literate in the English language (i.e. be able to read, write, speak and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress. Please identify any that are bilingual and in what language.

- L. Contractor must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
- M. All personnel provided to MCC must be familiar with the facility, sign-in/out procedures, the employee entrance, rules and regulations, who/where to report and the type of work to be performed.
- N. All personnel must use a time clock or automated time clock to verify time in/out.
- O. All personnel assigned to MCC must wear a complete uniform provided by the contractor and approved by the MCC.
- P. With direction from MCC, all assigned personnel should enforce building policies and procedures.
- Q. Personnel must abide by all MCC rules and regulations.

7) MCC Responsibilities.

- A. The MCC will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days.
- B. The MCC will make reasonable efforts to make payments to small businesses within fifteen (15) days of receipt of invoice but in any event shall make payments with sixty (60) days.
- C. MCC shall make accommodations for contractor that will include but not limited to:
 - MCC shall pay time and half rates for on-site additions and overnight guards.
 - In the event dress uniform or formal attire is required, MCC will charge the client \$25 per position and will pass the upcharge directly to the contractor.
 - Contractor shall be paid for services rendered at the agreed upon hourly rate for Event Staff, Supervisors, and Police Officers. Upon the receipt of a proper invoice from the Contractor, MCC will request payment for all accurately billed hours. There will be no other charges or fees for the performance of this contract.
- D. MCC shall ensure that security personnel have access to the areas of the facility where service is to be provided.
- E. MCC shall provide the Contractor with a point of contact person to coordinate the schedules and requirements.
- F. The MCC shall provide a schedule to the contractor for all personnel requirements.

- G. MCC will offer parking for security team members (\$5/day) and monthly parking cards for on-site managers (\$80/month). Please note: This parking benefit could be rescinded by event or in the future entirely depending on parking demands.
- H. MCC agrees to provide one internet connection and one phone in the dock security office complimentary.
- I. Contractor must conduct daily on site supervisory inspections of Event Staffing at contractor's expense for the first ninety (90) day of this contract. Inspections must rotate shifts and include weekends. Supervisor will meet with the Director of Security or his/her designee weekly for the first month of this contract regarding these findings.

8) Billing and Reporting

- A. MCC will not pay overtime unless approved in advance by the Director of Security or his/her designee.
- B. Contractor agrees to electronically supply to MCC daily copies of the sign in sheets showing the name, position, hours worked (start time, ending time, and total hours), and employee signature at the conclusion of each event day.
- C. Contractor agrees to provide an accurate invoice within 24 hours of the conclusion of the event.

III) DIVERSITY PLAN

The Diversified Business Enterprise (DBE) participation goal established for this contract is a **MINIMUM of TWELVE PERCENT (12%)**.

Information requested in a Diversity Plan may include the proposer to explain its plan to achieve or exceed a target percentage of minority, woman, small, and service disabled veteran owned businesses participation. A good procurement diversity plan should include, at a minimum, the following components:

- Statement of commitment.
- Strategic approaches and methodologies taken to ensure maximum participation by minority, woman, small, and service disabled veteran owned businesses suppliers.
For example:
 - Identify a particular scope of contract that can be fulfilled by minority, woman, small, or service disabled veteran owned businesses.
 - Utilized DBE businesses to provide supplies and materials needed to perform contract
- Methods to ensure prompt payment of minority, woman, small, and service disabled veteran owned businesses.
- Utilization monitoring and reporting tactics-includes specific techniques used to monitor participation on an ongoing basis and report to the Convention Center Authority.
- Identification of the minority, woman, small, and service disabled veteran owned businesses who will serve as subcontractors for this contract along with the nature and estimated value of the work they will perform and the percentage of the operating budget that it represents.

- Identification of the balance of the planned (non-DBE) subcontractors and the portion of total proposed cost they will perform.

A. Source Lists.

The Authority compiles, maintains and makes available source lists of Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises for the purpose of encouraging procurement from small businesses. Proposers who desire assistance in locating such businesses and suppliers are encouraged to contact the Authority at mccpurchasing@nashville.gov.

B. Solicitation Mailing Lists.

To the extent deemed appropriate by the Authority, it shall include Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises on solicitation mailing lists.

C. Documentation Requirements.

Proposer must complete the List of Proposed Diversified Businesses (See Exhibit D) and submit the Exhibit with the Diversity Plan to make a commitment to use vendors and subcontractors that claim DBE business status. Exhibit D must be approved by the Director of Purchasing/ DBE or designee prior to start of contract. Changes to Exhibit D must be submitted in writing and approved in advance by the Director of Purchasing/DBE or designee.

Proposers must confirm that any DBE businesses to be included in its proposal meet the standards set forth by the Authority. Proposers shall likewise notify its proposed DBE businesses that the Authority requires that the subcontractor be [i] registered to do business with the City and [ii] approved as a small business through the submission to Metropolitan Government of Nashville and Davidson County Business Assistance Office or received MWBE certification through an Authority approved certified agency.

Documentation to confirm DBE status must be included with proposal submission. DBE status must be granted prior to proposal submission to be considered.

D. Misrepresentation.

If during the course of the Agreement, the vendor fails to maintain the level of diversity business participation committed to in its proposal, or if any material representation made in its proposal concerning the diversity business status of any team member, subcontractor or contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a diversity business is shown to be false, the Authority may, at its sole option and in addition to any other remedies available under the contract, at law or in equity, terminate the Agreement. Further, in the event that the Authority terminates the Agreement, the vendor shall pay the Authority's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. The Authority will institute debarment proceedings against any proposer that misrepresents in a proposal any material fact concerning the diversity business status of itself or any subcontractor or proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a diversity business. In addition, the Authority may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by the Authority as a result of the contractor's failure to maintain the level of diversity business participation committed to in the contractor's proposal.

IV) PROCUREMENT NONDISCRIMINATION PROGRAM

It is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority by increasing the purchase of goods and services from Minority and Women Business Enterprises (“MWBE”) within the Nashville MSA. In furtherance of this policy, the Authority has adopted the Metropolitan Government of Nashville and Davidson County Procurement Nondiscrimination Program, as set forth by the Metropolitan Code, Chapter 4.46, Procurement Nondiscrimination Program, as it may be deemed applicable by the Convention Center Authority and otherwise amended from time to time. For further information or clarification contact the Authority at mccpurchasing@nashville.gov.

No proposal or submission shall be considered responsive unless it demonstrates compliance with the Procurement Nondiscrimination Program, which includes the submission of each of the following documents:

A. Covenant of Non-Discrimination.

Each proposer must submit a duly-executed and notarized affidavit, which includes a covenant of non-discrimination. See Exhibit A.

B. Good Faith Effort Statement Form.

Each proposer must provide a statement form (See Exhibit B) initialed by an authorized company official indicating that the prime proposer has made all of the good faith efforts required by the Procurement Nondiscrimination Program, including **delivering written notice to at least three (3) available certified MWBEs** if use of MWBEs is reasonable.

The first three items on this form **must be** initialed. Prime proposer should initial any of the additional good faith efforts listed subsequently on the form as they are applicable. Please note that timely outreach should be conducted providing firms adequate and reasonable time to respond. This form must be signed and dated by an authorized company official.

C. Good Faith Effort Statement Verification Form.

Each proposer **must include** a Good Faith Effort Statement Verification Form (See Exhibit C) that will detail the proposer outreach efforts on the project. The list of vendors and subcontractors shall include those persons who did not actually submit a response, price quotation or a bid, rather just requested information. The statement shall include [i] the individual’s or entity’s name, business location, and information requested and [ii] **back-up documentation supporting the outreach (i.e. Copies of email threads).**

V) SUBMISSION INSTRUCTIONS

A. Timetable.

The following timetable should be used as a working guide for planning purposes. The Authority reserves the right to adjust this timetable in its sole discretion and without notice during the course of this RFP process.

Request for Proposals Released	Friday October 30, 2015
Pre Proposal Meeting	Tuesday November 10, 2015 2:30pm Room 109
RFP Questions and Inquiries	Wednesday November 18, 2015
Responses to Inquiries	Wednesday December 2, 2015
RFP Response Due	Friday December 18, 2015

B. Inquiries.

Direct all questions related to this RFP via email to mccpurchasing@nashville.gov with Event Security Services in the subject line. The deadline for receiving questions and inquiries is indicated in Section V (A). All questions and inquiries will be reviewed and, and responses will be posted at ([http:// www.nashvillemusiccitycenter.com/business-opportunities](http://www.nashvillemusiccitycenter.com/business-opportunities)) by the date indicated in Section V (A).

C. Pre-Proposal Meeting.

A non-mandatory Pre-Proposal Meeting will be held as indicated in Section V (A). It will occur at the Music City Center, located at 201 5th Avenue South, Nashville, TN. Oral questions will receive oral responses, neither of which will be official or become part of the RFP. Vendors must clearly understand that the only written responses to written questions will be considered official and will appear in the form of an amendment. All prospective proposers are encouraged to attend. This will be the only pre-proposal meeting scheduled for this solicitation.

D. Submissions.

All submittals must be received no later than indicated in Section V (A). Qualification proposals must be submitted in a sealed envelope. No submission will be accepted after deadline. Incomplete or ineligible submissions will not be reviewed. Every effort will be made to ensure the safe handling of submitted materials; however, the Authority will not be responsible for any loss or damage. Submission should be sent by UPS or FedEx to:

Jasmine Quattlebaum
 Director of Purchasing/DBE
 Music City Center
 700 Koreans Veterans Blvd
 Nashville, Tennessee 37203

Hand Delivery Submissions should be delivered to:

Music City Center Administrative Offices
 Jasmine Quattlebaum
 Director of Purchasing/DBE
 600 Koreans Veterans Blvd
 Nashville, Tennessee 37203

E. Compliance with RFP.

Submissions must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. The Authority reserves the right to reject any proposals and/or waive any formalities in the solicitation process. Furthermore, each proposer should carefully examine this RFP and all attachments and exhibits. Each

proposer shall judge for itself all conditions and circumstances having relationship to the proposal. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a proposal. Failure on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each proposer is responsible for reading and understanding this RFP, including, but not limited to, these instructions for submitting a proposal. Proposer's failure or neglect to review any provided provisions of an agreement and the provisions of this RFP will not relieve such proposer of any contractual obligations contained in an agreement or required under the RFP. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

F. Response Format and Requirements.

Please submit one (1) original, seven (7) copies, and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal) of the following materials to the address set forth in Section V (D). All text must be printed on single-sided or double-sided pages and on the following:

Tab 1 - Cover Letter and Management Summary.

Provide a cover letter signed by an authorized officer of the firm who is authorized to commit the Proposer's organization to perform work: Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning proposal. The cover letter should be on letterhead and state the legal name of the firm.

Tab 2 - Business Plan.

Total points available for this criterion are 30 points

Please include the following:

- Description of the proposed contract team, and the role to be played by each member of the proposed team.
- Proposed team organizational structure, inter-relationships, and interactions.
- Provide a start-up plan including timeline.
- Provide a detailed synopsis of all training provided to each team member assigned to MCC.
- Detailed plan of approach to include the following:
 - Bus/Taxi Loading/Unloading
 - Transient Procedure
 - Loading dock (house and hall)
 - Loss Prevention
 - Missing Children
- Quality Assurance Program including detailed recruiting, screening, and training plan.

- Proposed employee schedule (provide sample).
- Proposed daily time records (provide sample).
- Proposed service quality program (provide sample).
- Proposed billing system (provide sample)
- Provide a (head to toe) photograph of the proposed uniform(s) for staff, supervisor, and dress uniform.
- Provide a list of any and all sub-contractors who may be used to supply personnel for this contract
- Attach resumes of all manager and senior-level supervisors who will be involved in the management of the total package of services, as well as the delivery of specific services.

Tab 3 - Experience and Qualifications.

Total points available for this criterion are 30 points

Provide information, which documents your firms, and if applicable, subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.

Include the following:

- How long has your firm been in business doing work similar in the scope of service described in this RFP?
- Provide information regarding your firm's ability to perform the requirements of this RFP.
- How long have those assigned to the team been doing the type of work described in this RFP?
 - Identify their names, years of experience and any certifications applicable to the scope of service described in this RFP. Provide resumes' of all personnel working assigned to the team.
- Attach a copy of your most recent Financial Statement (audited financials are given more credibility and may be required). You may attach a paper or electronic copy.
- Provide a list of other facilities where you provide security and security man hours per year at each facility.
- Provide a list of all locations you provide security/parking attendants in parking lots or garages.
- List three contracts you are currently operating that are of similar size and scope to the ones stated in this RFP. List the following:
 - Company name,
 - Contact person for the company

- Phone number,
- Email address, and
- A brief description of the project.

Tab 4 – Fees for Services.

Total points available for this criterion are 25 points

Complete cost data worksheet (Exhibit E) to provide an hourly rate for the MCC positions based approximately on the following hours per year:

- Security Guard – 34,000
- Supervisor – 6,300
- Parking Guard/Cashier – 7,200
- Parking Supervisor – 1,200
- Police Officer – 2,800

Hours are not guaranteed and will vary during the duration of the contract.

Tab 5 - Diversity Plan.

Total points available for this criterion are 15 points

Proposer will need to explain how they plan to commit in using minority, woman, small business and service disable veteran owned businesses in its business plan and to ensure that 12% or more of its services related to this contract be made from minority, woman, small businesses and service disabled veteran owned businesses.

(Please see Section II and III for full details on Diversity Plan and Requirements).

Tab 6 – Sustainability Program.

Proposer shall include their company sustainability program/policies.

Tab 7 - Exceptions.

Exceptions must be noted in this section of the proposal by the Proposer. Exceptions taken after the award may result in the withdrawal of the intent to award and Proposer’s firm suspended from upcoming solicitations

Any listing of exceptions by a Proposer in their proposal in no way obligates CCA at any time to change the contract’s general terms and conditions, the requirements of the RFP, or the insurance requirements of this solicitation.

Any exceptions listed by a Proposer may be unacceptable to CCA and may result in a reduction in the evaluation scoring or be cause for rejection of a Proposer’s proposal.

Tab 8 - Exhibits.

Proposers must complete and submit Exhibit A-E.

VI) SELECTION PROCESS

A. Selection Process.

The Authority is using the Competitive Sealed Proposals method of source selection, as authorized by Section 3.3 of its Procurement Policy. The Authority may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Award(s), if made, will be made to the Responsive and Responsible Offeror(s) whose proposal and qualifications are most advantageous to the Authority. Responses to this RFP will be evaluated by an evaluation committee appointed by the City's Purchasing Agent, in consultation with the Authority, (the "Evaluation Committee"). The Evaluation Committee shall be comprised of subject matter experts for the specific procurement. The Evaluation Committee may be City or Authority employees, consultants, employees of other governmental agencies or citizens with no business conflicts with the potential contractors. The Evaluation Committee shall then score all proposals based upon the evaluation factors detailed herein. Evaluation will be based on consensus scoring of the Evaluation Committee based on committee deliberations of the proposals. Scores will not be an averaging of individual committee members' scores. Upon completion of the consensus scoring, the committee may recommend short-listing the proposals that are potentially acceptable and unacceptable. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Authority may request presentations by Offerors, carry out contract negotiations for the purpose of ultimately obtaining offers that are in the best interests of the City, and conduct detailed reference checks on the short listed Offerors. The Authority reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references will be checked for each short-listed Offeror. Should a successful contract negotiation not be reached in a timely manner, the Authority reserves the right to select another proposer as the vendor.

B. Evaluation of Proposals.

The Music City Center staff will first examine proposals to eliminate those which are clearly non-responsive to the stated requirements. The Evaluation Committee will evaluate all responsive and responsible proposals and qualifications based upon the selection criteria set forth herein. Other agencies and consultants of the City also may examine the proposals and qualifications. The evaluation committee will make recommendation(s) to the Authority's staff to consider. The Authority reserves the right to withdraw this RFP at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of a proposal by the Authority of a submission of a proposal offers no rights upon the offeror/proposer nor obligates the Authority in any manner. The Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Authority.

VII) RULES AND GUIDELINES

A. Conflict of Interest.

Proposers and development teams with conflicts of interest as outlined in the City's and the Authority's conflict of interest policies or otherwise are ineligible.

B. Requests for Clarification of Submission.

The Authority may check references to assist in the evaluation of any submission.

C. Submissions and Presentation Costs.

The Authority will not be liable in any way for any costs incurred by any developer or development team in the preparation of its proposal in response to this RFP, nor for the presentation of its submission and/or participation in any discussions.

D. Validity of Submissions.

All proposals shall be valid for a period of one (1) year from the due date of the RFP.

E. Rejection of Submissions.

The Authority reserves the right to accept or reject in whole or in part any or all proposals submitted.

F. Minor Irregularities.

The Authority reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining solicitation requirements or excuse the Offeror from full compliance with the solicitation specifications and other contract requirements if the Offeror is awarded a contract.

G. Americans with Disabilities Act.

The vendor shall assure to the Authority that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through the Agreement, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the City. Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to ADA Compliance Coordinator, Elisa Putman.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Authority are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA Compliance Coordinator, Elisa Putman, Monday through Friday, 8:00 a.m. until 4:30 p.m.

H. Non-Discrimination.

It is the policy of the Authority not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this RFP the proposer certifies and warrants it will comply with this policy. Notwithstanding any other provision of this RFP, no person shall

be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Authority's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Authority or in the employment practices of the Authority's contractors. Accordingly, all contractors entering into contracts with the Authority shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination. Further, the Authority prohibits discrimination. It is the policy of the Authority that they shall not discriminate in their employment practices by failing or refusing to hire or promote, or to discharge any individuals, because of the individual's race, religion, creed, gender identity, national origin, color, age, and/or disability.

Inquiries concerning non-discrimination policies should be forwarded to: Jasmine Quattlebaum, Director of Purchasing/DBE, Convention Center Authority, 201 Fifth Avenue South, Nashville TN 37203, (615) 401-1445.

I. Public Disclosure.

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed. Prior to a successful Intent to Award Letter, all submissions will be kept private in order to preserve a competitive and fair selection process.

J. Compliance with the Authority's Procurement Policy and Affidavit.

Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority's Procurement Policy. Further, and as a part of the contract negotiation, the successful developer and/or development team shall submit a signed affidavit regarding compliance with laws, taxes and licensure, contingent fees and nondiscrimination. See Exhibit A.

K. Assistance to Small and Service-Disabled Veteran-Owned Business Enterprises.

It is the policy of the Authority to assist minority, women, small, and service-disabled veteran-owned business enterprises in learning how to do business with the Authority. Furthermore, proposers are encouraged to maximize the usage of minority, women, small, and service-disabled veteran-owned businesses with respect to this RFP. See Section III.

Proposers are required to submit a monthly diversity report by the 15th of the following month.

L. Compliance with the Authority's Procurement Nondiscrimination Program.

It is the policy of the Authority to promote full and equal business opportunities for all persons doing business with the Authority by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville

Metropolitan Statistical Area (“MSA”). Proposers shall assure to the Authority that it is and will be at all times in compliance with the Authority’s Procurement Nondiscrimination Policy. See Section IV.

M. Sustainability Requirements.

Vendor must comply and participate in all MCC sustainability programs. Vendor must provide specific details of their sustainability plan.

N. IT Security Requirements

Any contractor accessing the MCC network must comply with Metropolitan Government of Nashville & Davidson County ITS information Security Procedures.

O. Logos.

Only the MCC approved logos will be utilized throughout the facility including, but not limited to uniforms, advertisements, business cards, brochures, proposals, etc. Other than legal requirements the name of the contractor will not be utilized.

P. Insurance Requirements.

Any potential vendor receiving an award shall be required to provide proof of insurance, in the form of a Certificate of Insurance. The awarded supplier must provide the Authority with original Certificates of Insurance within fifteen days of notification of award.

General Liability and automobile liability policies must be endorsed to include Convention Center Authority of the Metropolitan Government of Nashville & Davidson County as an additional insured with respect to liability arising out of work or operations performed by on behalf of supplier. The following insurance(s) shall be required:

- General Liability Insurance in the amount of (\$1,000,000.00) dollars (if the supplier will be making on-site delivery).
- Automobile Liability Insurance in the amount one million (\$1,000,000.00) dollars (if supplier will be making on-site deliveries)
- Workers’ Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer’s Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workers’ Compensation Insurance is, at the time of this RFP, not required for companies with fewer than five (5) employees.)

Q. Right to Protest.

Proposer is entitled to protest to the Director of Purchasing, as authorized by Section 7.1 of the Convention Center Authority Procurement Policy. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

R. Invoice Payments and Submissions.

The MCC will make reasonable efforts to make payments within thirty (30) days of receipt of invoice but in any event shall make payment within sixty (60) days. Additionally, the MCC will make reasonable efforts to make payments to small businesses within fifteen (15) days of receipt of invoice but in any event shall make payments with sixty (60) days.

Proposer shall submit an invoice for services rendered by the 5th of the following month to the Music City Center Finance department. The billing statement shall itemize the services performed and show a grand total.

S. Proposer Registration.

If the successful proposer is not registered with the Metropolitan Government as a potential supplier, the bidder will be required to register in iSupplier (www.nashville.gov) to be awarded the bid. If the awarded proposer does not complete the registration within forty-eight (48) hours of its being notified of the proposer, CCA may determine that the bidder shall be deemed non-responsible and not be considered for award.

[The remainder of this page is intentionally left blank.]

**Exhibit A
Affidavit**

State of _____ **County of** _____

As used herein, "Offeror" will include artists, bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, religion, national origin or handicap and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

And Further Affiant Sayeth Not:

By: _____

Title: _____

Address: _____

Sworn to and subscribed before me on this ____ day of _____, 201__.

Notary Public

My commission expires: _____



Exhibit B
GOOD FAITH EFFORT STATEMENT FORM

Bid/Proposal for: Music City Center Convention Center _____
(Name of Project)

Pursuant to the requirements for Participants under the Procurement Non-Discrimination Program, and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by the Convention Center Authority, I/We, attest that I/We have made the following efforts to ensure that potential MWBE subcontractors were notified of the opportunity to participate as a subcontractor or joint venturer on this project.

___ I/We have made efforts to include MWBE's, certified by certifying entities recognized by the Convention Center Authority, in the procurement process and to ensure that businesses are not discriminated against on the basis of race, ethnicity or gender.

___ I/We have delivered appropriate notice to three or more available MWBEs certified by certifying entities recognized by the Convention Center Authority for each potential subcontracting or supply category in the Contract and all potential subcontractors or vendors which requested information on the Contract.

___ I/We have provided all potential subcontractors or vendors with adequate and timely information as to the plans and specifications of this project as well as information necessary to provide a bid or quote as well as and the last date and time for receipt of price quotations.

Additionally, _____ has made the following Good Faith Efforts to include MWBEs as subcontractors or joint venturers on this project.

___ I/We have attended a special meeting called to inform businesses and individuals of subcontracting or supply opportunities.

___ I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by a MWBE.

___ I/We have provided a written explanation for rejection of any potential subcontractor or vendor to Convention Center Authority, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

____ I/We have actively solicited, through sending letters or initiating personal contact, MWBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

____ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of MWBEs for the Convention Center Authority Project contract under consideration.

____ I/We have advertised in publications of general circulation in the Nashville Metropolitan Statistical Area ("MSA"), trade publications and other media owned by, or otherwise focused or marketed to MWBEs, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

____ I/We have conducted discussions with interested MWBEs in good faith, and provided the same willingness to assist MWBEs as has been extended to any other similarly situated subcontractor.

____ I/We have taken steps to ensure that all labor supervisors, superintendents, and other onsite supervisory personnel are aware of and carry out the obligation to maintain a nondiscriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

_____ Printed Name of Company	_____ Date
_____ Signature	_____ Title of Company Official
_____ Full Company Name	_____ Mailing Address
_____ Area Code/Phone Number	_____ City, State, Zip

Please contact the Jasmine Quattlebaum Director of Purchasing/DBE (615) 401-1445 with any questions about information which may be required.



**EXHIBIT C
GOOD FAITH EFFORT VERIFICATION FORM**

Please complete this form to provide Convention Center Authority with information regarding your outreach efforts. Please include information appropriately regarding those certified MWBEs that you contacted, who contacted you and those with whom you have decided to work on this project. Please add additional copies of this sheet as necessary so that you may list ALL MWBEs with whom you've had contact. Please contact Director of Purchasing/DBE 615-401-1445.

Project Name _____

RFP Number _____

As part of our regular and customary good faith efforts to include MWBE subcontractors, suppliers and joint venturers, _____ has contacted or was contacted by the following certified MWBEs related to our bid/proposal.

<i>Business Name & Contact</i>	<i>Phone No</i>	<i>MBE/WBE Certificate Type</i>	<i>Date of Contact</i>	<i>Method of Contact</i>	<i>Who Initiated Contact?</i>	<i>If Bid Submitted, Amount of Bid*</i>	<i>Offer Accepted or Declined</i>	<i>Reason(s) for Declining</i>

*STATEMENT OF BID/PRICE QUOTATION

Name _____ Title _____ Date _____



Exhibit D

**List of Proposed Diversified Business Enterprises
RFP 104-2015**

Proposer Name: _____

NOTICE: DBE businesses listed must be registered with Metropolitan Government of Nashville and Davidson County (Metro) and submit proper diversity business status certification.

	DBE Business Name	Business Address, Phone Number and email address	Work to be Performed by this DBE Business	Minimum of total contract dollars to be spent with this DBE Business	Business Classification Type
1.					
2.					
3.					
4.					
5.					
6.					

TOTAL _____

Submission of a proposal shall constitute Proposer's representation that neither Proposer nor an officer, agent or employee of Proposer, or the spouse, parent or child of an officer, agent or employee of Proposer, is involved in the ownership, operation or management of any subcontractor claiming status as a DBE business for purposes of this Proposal and Contract.

Signature: _____ **Date:** _____

Exhibit E

**Cost Data Worksheet for RFP 104-2015
Music City Center Event Staffing Services**

Proposer must enter hourly rates for the following MCC positions:

	Year 1	Year 2	Year 3	Year 4	Year 5
A.) Security Guards*					
B.) Supervisor					
C.) Police Officer					
D.) Parking Attendant/Cashier					
E.) Parking Supervisor					

**Security Guards includes Event Security, Overnight Rover, Traffic Control, Ticket Sellers/Takers and Booth Security*