



CITY OF MEMPHIS

REQUEST FOR PROPOSAL

#123758

**FACILITY MANAGEMENT SERVICES
FOR THE MEMPHIS CONVENTION CENTER
AND CANNON CENTER**

Date Issued: 28 March 2023

Proposal Submission Deadline: 17 May 2023

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1. OVERVIEW

1.1 GENERAL CONDITIONS

The following data is intended to form the basis for submission of proposals to provide Management Services for the Renasant Convention Center. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee established by the City and other appropriate designated City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with the requirements listed in Section 4.5 Initial Questions Submission, Final Questions Submission. The City of Memphis is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any questions or concerns not submitted by the stated time and date will be deemed waived.

If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at <https://www.memphistn.gov/business/rfps-rfqs/>. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

The City of Memphis reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested.

Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

1.2 OBJECTIVE

To City of Memphis seeks proposals from Management Companies to provide comprehensive facility management and operations services for the Memphis Convention Center, operating as the Renasant Convention Center (RCC), and the Cannon Center for the Performing Arts (Cannon Center). Under the supervision of the Memphis Convention Center Commission (MCCC), the selected Management Company will be awarded the Management Contract.

1.3 OVERVIEW OF FACILITIES

The City of Memphis (Owner) owns RCC and the real property on which it is located. The function and authority of the MCCC, as granted to the MCCC by the City, is to operate, manage, control, regulate, and care for the RCC for the benefit of the Owner. Located in downtown Memphis, TN, the RCC recently underwent a \$230 million renovation. The new facility features a column-free, 118,000-square-foot main exhibit hall, a new exterior concourse and pre-function space, 46 breakout rooms, a secondary flex space that easily converts to a 67,500-square-foot ballroom (the largest in the region) and a 28,000-square foot ballroom to host smaller events.

The Cannon Center is a 2,072-seat multi-purpose venue which is home to the Memphis Symphony Orchestra and hosts a multitude of other events including ballet, opera, pop and jazz concerts, touring theatrical productions, children's theater and general sessions for conventions at the adjoining RCC.

A sales packet provided to prospective clients is attached as Exhibit 3.

2. SCOPE OF SERVICES

2.1 SUMMARY

It is expected that the Management Company will provide a high quality, professional approach and meet or exceed industry standards for building operations. The Management Company will be responsible for and should consider the expense associated with the following facility services when preparing their operating projections and compensation proposal.

The Management Company will provide a management team to collectively operate the RCC and the Cannon Center in the most efficient manner possible. More specifically the Management Company shall:

- Assist the MCCC in the negotiation of various contracts and agreements involving facilities, products and services related to the RCC and Cannon Center.
- Book, promote, and stage RCC and Cannon Center events to maximize revenues and net income to the MCCC.
- Manage the daily operations of the RCC and Cannon Center in the most efficient and profitable manner including, at a minimum, the following:
 - Groundskeeping
 - Custodial and building maintenance services
 - Security
 - Marketing
 - Advertising/sponsorship/premium seating
 - Event setup and take down
 - Event coordination/supervision
 - Event services
 - Staff scheduling
 - Box office operations/ticketing
 - Food service
 - Parking
 - Information services
 - Web site maintenance
- Provide financial and administrative services such as accounting, budgeting, purchasing, personnel, and contracting of outside services.
- Maintain the RCC and Cannon Center in a first-class, safe and sanitary condition.
- Make recommendations on operating improvements, including capital improvements, that would improve patron service or enhance operational efficiency.

2.2 MANAGEMENT SERVICES

Specific Management services and responsibilities include, but are not limited to:

- Manage and operate the RCC and Cannon Center in accordance with policies approved by the MCCC.
- Manage all day-to-day functions and operations of the RCC and Cannon Center and operate the facilities at all times in the public interest and in accordance with the highest professional and ethical standards.
- Interact with the MCCC as required.
- Manage the operations of the box office.
- Recommend to the MCCC or its authorized representatives, all rental rates, fees, and charges for services provided throughout the RCC and Cannon Center.
- Establish an effective system of communication that encourages collaborative efforts between the RCC and Cannon Center and other segments of the hospitality industry.
- With the exception of contracts with an affiliated entity, negotiate and administer all contracts including, but not limited to, services, events, tenants, concessions, catering, ticketing, novelties/merchandise, advertising, sponsorship, naming rights, premium seating licenses, parking and equipment.
Any contract entered into between the Management Company and its affiliate shall be generally consistent with agreements in comparable facilities, reflect market conditions and be on terms and for prices customarily charged in the industry for comparable goods and services, and, in the case of material contracts with an affiliate of the Management Company, including, without limitation, concessions and ticketing agreements, such contracts shall require approval of the MCCC, not to be unreasonably withheld.
- Perform RCC and Cannon Center information technology functions and maintain systems in state-of-the-art condition.
- Be responsible for returning the RCC and Cannon Center and FF&E to the MCCC in the same condition and quantity in which they were provided, except for normal wear-and-tear, at the conclusion of the term of the negotiated agreement.
- Provide regular reports to the MCCC's authorized representative. The MCCC shall make periodic inspections of the RCC and Cannon Center and equipment to determine that they are being maintained in a neat and orderly condition. The Management Company will be required to make any improvements in cleaning or maintenance methods as required by the Management Contract.
- Abide by all applicable local, county, state, and federal laws pertaining to its operation and secure all licenses and permits necessary for operation of the RCC and Cannon Center. The Management Company shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Contract, including those levied against the MCCC.
- Maintain electronic building information management system that tracks building maintenance, building modifications, lifecycle costs, etc.

2.3 SALES AND MARKETING SERVICES

Specific Sales and Marketing services and responsibilities include, but are not limited to:

- Schedule events, negotiate contracts and confirm event bookings.
- Develop a detailed marketing plan.
- Develop and maintain a positive working relationship with area hotels, and other appropriate entities. Develop and engage in advertising, solicitation and promotional activities, as required to develop the full potential of the RCC and Cannon Center.
- Develop and implement a customer service program.
- Periodically conduct market research to include customer satisfaction surveys of patrons and clients and report those results to the MCCC.
- Manage ticket sales either in-house and/or through a third-party ticketing contract.
- Create promotional materials, floor plans, maps and other facility-related marketing material.
- Maintain the RCC and Cannon Center websites.
- Develop forms as needed, subject to the approval of the MCCC, for rental and other event-related services.

2.4 TRANSITION PLAN SERVICES (IF APPLICABLE)

Specific Transition Plan services and responsibilities include, but are not limited to:

Present a plan that ensures an orderly transition of the operations and services for the facilities. Provide an estimate of transition/relocation expenses that would be the responsibility of the MCCC, if any.

2.5 MAINTENANCE AND REPAIR SERVICES

Specific Maintenance and Repair services and responsibilities include, but are not limited to:

- Perform preventative maintenance and general maintenance and repair of all facilities under the Management Contract. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the Management Company. The Management Company shall also be responsible for informing the MCCC of deferred maintenance items and degraded conditions beyond ordinary wear and tear. The Management Company must develop and annually update a long-term (5-year rolling) capital improvement plan (CIP) and a plan for major repairs & maintenance (R&M) activities for the RCC and Cannon Center. The CIP and R&M plans must be provided to the MCCC as necessary for consideration in the MCCC's annual budget process. The Management Company is further responsible for taking all actions necessary to maintain the

validity of all warranties and for ensuring that repairs to any part of the RCC and Cannon Center or FF&E which is under warranty is accomplished under the warranty.

- Maintain a neat and orderly operation and be responsible for, or oversee, vendor contracts pertaining to the necessary housekeeping and groundskeeping services (e.g., trash removal, snow removal, etc.) to properly maintain the RCC and Cannon Center.

Building Plans and Mechanical Drawings of the Convention Center are available upon request.

2.6 ACCOUNTING AND FINANCE SERVICES

Specific Accounting and Finance services and responsibilities include, but are not limited to:

- Establish operating and financial systems controls for the RCC and Cannon Center, including the use of existing and replaced systems to be approved by the MCCC.
- Prepare and submit annual operating budgets for the RCC and Cannon Center.
- Establish a system of internal controls to provide reasonable assurance that the RCC and Cannon Center resources are used in an effective and efficient manner.
- Keep full and accurate accounting records relating to its activities at the RCC and Cannon Center in accordance with generally accepted accounting principles.
- Provide monthly financial reports to the MCCC that include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, operating and maintenance issues/concerns, and any other appropriate information as requested by the MCCC.
- Administer payroll systems for all persons employed by the firm at the RCC and Cannon Center.

2.7 OBLIGATIONS OF THE MCCC

The MCCC has the responsibility and authority to discharge the following obligations regarding the management of the facilities, and nothing in the contract with the Management Company shall limit or abridge these powers:

- To provide all initial buildings and facilities and FF&E in good working order (to be inventoried at time of Management Contract signing).
- To review and comment on all personnel manuals developed by the Management Company.
- To meet, evaluate and approve the General Manager candidate.
- To negotiate, execute, and oversee the contract between MCCC and the Management Company.
- To review and comment on all facility operations policies, including the setting of all rates and/or fees for services, security and emergency response plans, and the delineation of specific

types and levels of services to be provided to licensees. The MCCC shall also have the authority to establish performance standards for all levels of service and for facility operations.

- To approve the line-item budget for facility management proposed by the Management Company, including all costs for the operation of the facilities and the Management Company's management fee.
- To approve in advance and in writing a capital improvement program for the facilities prepared by the Management Company.
- To procure all necessary on-site equipment and replacement items of major capital equipment in accordance with the approved capital improvement plan.
- To make periodic inspections of the facilities and FF&E to verify that they are being maintained in a neat and orderly condition.
- To monitor the Management Company's overall performance through periodic performance audits.
- The MCCC reserves the right to modify its functional role with respect to administering the operations of the RCC and Cannon Center at any time, subject to the terms of the Management Contract.

2.8 INSURANCE REQUIREMENTS

Insurance requirements for this project are attached as Exhibit 5.

If the Management Company is unable to provide the required insurance referenced above, questions concerning a change to the requirements should be addressed during the question-and-answer phase and will not be considered after the deadline in Section 4.3.

2.9 DURATION

The period of performance for this contract is five (5) years with two (2) optional one (1) year renewal options.

3. PROPOSAL RESPONSE

This Section describes the contents of Proposer's Proposal and provides an outline of how the Proposer should organize it. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section, as well as the additional instructions provided in Section 4.6 regarding the required Proposal formats and submission process.

PROPOSER'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.

To ensure complete and organized responses, proposals should be submitted with a table of contents according to the format specified below:

- A. Cover Letter
- B. Non-Collusion Affidavit
- C. Criminal and Civil Proceedings Disclosure
- D. Equal Business Opportunity (EBO) Program and Letter of Intent
- E. Background and Project Summary
- F. Qualifications and Policies
- G. Staffing and Organization Plan
- H. Subcontractor Information and Qualifications
- I. Operations and Management Plan
- J. Marketing Plan
- K. Financial Pro Forma
- L. Preventive Maintenance Program
- M. Financial Stability
- N. Pricing

Each section requires the submission of information that will help the MCCC evaluate the proposals, and the requirements for each section are described in more detail in this Section.

The requests are numbered for ease of response. Provide answers to each of the requests in each of the subsections (A through N) in a clear, concise, and comprehensive manner. For ease of evaluation, please present your bound proposal separated by tabs, each corresponding to the individual subsection letter (A through N).

PROPOSER'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE PROPOSAL INSTRUCTIONS IN THIS SECTION.

3.1 COVER LETTER

The cover letter must acknowledge Proposer's understanding of the RFP process and the requirements set forth in this RFP, including its commitment to its Proposal. The letter must also include the name of the person who shall serve as the Proposer's representative for all matters relating to the proposal response as well as the person who is being recommended as the day-to-day facilities manager. The cover letter will be signed by an authorized representative of Proposer's company.

Include company's name, address, web address, telephone and fax numbers. Also include name, title and e-mail address of the individual who will serve as the Proposer's primary contact. Describe your company's ownership.

3.2 NON-COLLUSION AFFIDAVIT

Please use the form provided in Exhibit 1.

3.3 CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

Please use the form provided in Exhibit 2.

3.4 EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM AND LETTER OF INTENT

Equal Business Opportunity Program

This contract will be subject to the requirements of the City of Memphis Ordinance #5662 which establishes the Equal Business Opportunity ("EBO") Program. It is up to the Respondent to ensure that all requirements of this ordinance are met. The Ordinance may be accessed on the City's website at www.memphistn.gov under "Doing Business". The intent of the EBO Program is to increase the participation of locally owned minority and women owned business enterprises ("M/WBE") in the City's purchasing activities. Due to the nature of this project, the City has not yet set M/WBE participation goals for this project. The EBO goals will be determined by the City and provided to the selected Management Company prior to the engaging of any subcontractors. The percentage of M/WBE participation is defined as the dollar value of subcontracts awarded to certified minority and/or business enterprises divided by the total project cost.

LETTER OF INTENT IN RFP RESPONSE

As part of the response, the Proposer shall submit a letter of intent, stating its agreement to utilize MWBE or SBE vendors certified by the City of Memphis according to goals to be established by the EBO Goal Committee during contract negotiations. Proposer should also include a list designating those areas in which it intends to use MWBE or SBE vendors. Proposer should describe its plans to achieve the minority and women owned business participation or small business participation goal and include information about past performance in achieving MWBE and SBE participation on other projects.

Participation Plan

During negotiations with the selected Management Company, the selected Management Company must submit a Participation Plan for the City's review. The Participation Plan must include: (1) level and dollar amount of participation your firm anticipates achieving during the performance of contract resulting from this RFP; (2) the type of work to be performed by the M/WBE participation; and (3) the names of the M/WBEs the Management Company plans to utilize in the performance of the contract resulting from this RFP. The Proposer shall also submit the following EBO Compliance Form.

Good Faith Efforts Documentation

If a Management Company proposes an M/WBE percentage less than the established goal, it must, at the time of the submission of the Participation Plan, submit a Good Faith Efforts statement accompanied by the appropriate documentation justifying its submitted M/WBE percentage. The ability of the Management Company to perform the work with its own work force will not in itself excuse the Management Company from making good faith efforts to meet participation goals. The determination of whether a Management Company has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.

Eligible M/WBE Firms

To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance #5662, a firm must be included on the City's list of certified M/WBE firms. One or a combination of several M/WBEs may be utilized to meet the established goal.

Requests for verification must be submitted to the City's Contract Compliance Office listed below:

Office of Business Diversity & Compliance
Phone 901-636-6210; Fax 901-636-6560
125 North Main Street, Suite 546
Memphis, TN 38103

**CITY OF MEMPHIS
EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE FORM**

PROJECT TITLE: _____

Project M/WBE GOAL: ____%

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided with this specification.

Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

_____ MBE _____ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$ = Show the dollar value of the subcontract to be awarded to this firm

% = Show the percentage this subcontract is of your base bid

M/WBE = Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$ / %	M/WBE	SERVICE	CERTIFIED SUBCONTR. NAME, ADDRESS, TEL. #

Total	\$	%
MBE		
WBE		

THIS FORM and SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.

**CITY OF MEMPHIS
GOOD FAITH EFFORT DOCUMENTATION FORM**

To The Honorable Mayor City of Memphis, Tennessee
From:

PROPOSER NAME _____

PROJECT TITLE: XXXXXXXXXXXXXXXXXXXXXXXX

Enclosed please find the required documents:

Said Bidder ____ did / or ____ did not attend the project pre-bid meeting.

***Copies of all written notification to City of Memphis M/WBE listed firms. (Please attach list of all firms notified, detail how they were notified and when).**

Said Bidder ____ did / or ____ did not select economically feasible portions of the work to be performed by M/WBE firms.

***List all M/WBE firms with which negotiations took place. (Attach list. If no negotiations were held, please state so.) Provide names, addresses, and dates of negotiations.**

***Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. (Attach list. If no assistance was provided, please state so.)**

The Bidder ____ did / or ____ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.

***List (on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms were found to be non-qualified, please state so.**

THIS SIGNED FORM AND REQUESTED DOCUMENTATION (noted by an asterisk '*') MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL. IF REQUESTED DOCUMENTATION IS NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.

Contractor's Name

Signature

Printed or Typed Name and Title

3.5 BACKGROUND AND PROJECT SUMMARY

Describe Proposer's overall philosophy and approach for the management and operation of the RCC and Cannon Center. Provide information describing the proposed strategies, policies and procedures to be employed in managing the RCC and Cannon Center that clearly addresses the scope of services presented in this RFP.

3.6 QUALIFICATIONS AND POLICIES

1. Provide a brief, but complete history of your company.
2. Identify all public assembly facility clients (convention centers, civic centers, arenas and stadiums), the scope of each agreement (i.e., total management, specific phases of the total operation only, acting as a consultant) and length of agreement. Emphasis should be placed on experience with similar facilities in terms of size, type and complexity.
3. Summarize the experience and qualifications of Proposer's corporate management team and include resumes outlining the educational background, years of experience, length of employment with your firm, and experience of the individuals who will have supervisory responsibility over the RCC and Cannon Center (Officers, Board of Directors and/or Affiliates of Proposer). Address any plans to provide home office and corporate regional support to Proposer's resident RCC and Cannon Center manager of the facilities. Also address any plans to provide assistance to RCC and Cannon Center events with unusual requirements, as well as any type of recurring support that Proposer will provide to its proposed manager.
4. Identify all public assembly facility client contracts which were discontinued within the last five years (2018 to present). Indicate the reasons and the source of the initiative for ending the contract.
5. Include a minimum of three (3) references from similar clients, including client entity name, primary contact name and title, phone number and mailing address, as well as specific examples of improvements to the client's operations that were a result of your efforts (e.g., cost reduction, revenue enhancement, event booking, etc.). For firms with less than three (3) managed properties, please include references from all properties under management.
6. Identify your company's policies on employee / worker safety and MWBE policies.
7. Identify your company's policies and benefit structures for employee benefits (e.g., worker's compensation, 401k, etc.).

8. Provide audited and certified financial statements for your company's last three years of operation.

3.7 STAFFING AND ORGANIZATION PLAN

1. Include a proposed organizational chart with proposed staffing and salary rates, including hourly rates, for all full-time employees for the overall management and operation of each of the facilities. Define any shared responsibilities between the buildings. The Management Company will provide the on-site management team for the RCC and Cannon Center. This team will report directly to the MCCC. The MCCC reserves the right to have final approval of the on-site management team and any changes in the persons holding those positions.

2. Submit position descriptions and salary levels for key personnel, including the Regional Director, if any, proposed to be assigned to the RCC and Cannon Center operations, marketing and financial areas including, at a minimum, the General Manager, Assistant General Manager, Director of Marketing and Director of Finance. (The position titles used herein are for example only and are not intended to define or describe an organizational structure.) The proposal must adequately describe each proposed individual's qualifications and experience.

3. Identify one or more candidates for the General Manager position which will have overall responsibility for the operation of the RCC and Cannon Center on a day-to-day basis. Each candidate must demonstrate extensive experience with operations of similar public assembly facilities. Provide a description of the process you will follow which allows the MCCC the opportunity to meet and evaluate your proposed candidate(s). It is expressly understood that the General Manager of the RCC and Cannon Center will be located on-site. The MCCC will have ultimate approval authority of the General Manager position. If Proposer is selected for an interview and presentation with evaluators, the General Manager candidates should take leading roles in the presentation of the management plan.

4. As applicable, describe your transition plans for hiring operating personnel, both event and non-event.

3.8 SUBCONTRACTOR INFORMATION AND QUALIFICATIONS

Identify those services Proposer may elect to subcontract. While certain of these subcontractors may not be identified until after award of the Management Contract, wherever Proposer intends to subcontract certain services, the specific service, roles and responsibilities must be identified in this section of the proposal.

3.9 OPERATIONS AND MANAGEMENT PLAN

1. Provide an operational plan overview for addressing the requirements in the RFP. Describe the operating policies and procedures to be employed by the operator to manage and operate the RCC and Cannon Center, including your approach related to security, parking, customer service, repair and maintenance and other primary building functions. Describe your training programs offered to staff. Describe your approach to financial management, risk management, life/safety management, employee management and administrative policies and procedures. Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system. Provide samples of monthly and annual reports that would be provided to the MCCC to track usage and financial performance of the RCC and Cannon Center. Describe your approach to implement and maintain an effective system of internal controls.
2. Submit the key elements of a management plan for the RCC and Cannon Center, to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, improvements to building maintenance procedures, and other key operating characteristics of the RCC and Cannon Center.
3. The MCCC has a food and beverage contract with a third-party entity. Describe how Proposer will coordinate services, function, management, and conflict resolution with regards to the food concession operations. The Management Company will be required to coordinate with the food service company to ensure high quality food service delivery.
4. If applicable, submit an overview of key elements of a transition plan from the existing management group to the new management group for the RCC and Cannon Center that, at a minimum, addresses the following broad categories: review of operating policies and procedures; a plan describing the extent to which current employees at the existing facilities will be incorporated into the new management structure; review of key event management and accounting systems; review of sales and marketing efforts and development of a marketing plan; review of building systems and facilities; review of existing vendor contracts; and the anticipated timeframe for execution of the transition plan including key milestones.

3.10 MARKETING PLAN

1. Include a discussion of your strategy for working with area organizations in the hospitality industry, including details as to programs, goals and results for selected projects that distinguish Proposer's ability to work in conjunction with these organizations.
2. It is expected that the Management Company will have the responsibility for booking all entertainment and special events in the RCC and Cannon Center. In booking events it is also expected

that the Management Company will leverage its industry network to maximize usage and financial performance. Provide a narrative description of your approach to:

- Booking/scheduling of events
- Promoting, advertising, and overall marketing of these events
- Booking in-house, self-promoted, and co-produced events in the scheduling mix, and
- Procedures and policies for scheduling and settling events with outside promoters, show managers, and with the MCCC.

3. The RCC competes with convention centers in other markets such as Nashville, Jackson, Little Rock and St. Louis. Describe your approach to operating in this competitive environment and methods for increasing market share for Memphis.

3.11 FINANCIAL PRO FORMA

Provide an estimated financial pro forma for the RCC and Cannon Center operations for the contract term. The pro forma should provide an estimate of revenues and expenses by major line item, as well as supporting assumptions related to RCC and Cannon Center operations, including a summary of event activity for the length of the contract. Provide a narrative description of proposed initiatives that would reduce the operational cost of both the RCC and Cannon Center without decreasing effectiveness, service, cleanliness, or marketability. Discuss your strategy for maximizing the annual operating revenues. Discuss the financial package you would likely provide to your employees in terms of annual salary, bonus/ incentive compensation, and benefit package of employees. Salaries and wages must be allocated between buildings accordingly. Discuss your thoughts regarding the value of creating a marketing fund contribution.

3.12 PREVENTATIVE MAINTENANCE PROGRAM

Provide a summary of the approach to Preventive Maintenance Programs for the proposed term of the Agreement. Please provide examples of these programs that are in effect at comparable facilities managed by Proposer. Include Proposer's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.

3.13 FINANCIAL STABILITY

Each proposal must include:

1. Audited financial reports for the last three years including income statement, balance sheet, and statement of changes in financial position
2. Credit report (e.g., Dun & Bradstreet report).
3. Credit history letter(s) from financial institution(s).
4. Most recent quarterly financial statement.

3.14 PRICING

Fully describe the proposed management fee arrangement between the MCCC and Proposer. Minimally, compensation plans should include an annual base management fee. If annual incentive fees are proposed, describe how the annual incentive will be determined.



4. INSTRUCTIONS ON RFP PROCESS

4.1 USE OF INFORMATION

All correspondence about this RFP and the Initiative should be limited to the Principal Contact listed in Section 4.2 or other designated City personnel or agents.

4.2 PRINCIPAL CONTACT AND INFORMATION REQUESTS

Kristie Hardy and Frances Brooks are the points of contact (the "Principal Contact") for all matters relating to this RFP. Proposer should direct all inquiries to the Principal Contact at:

Kristie.hardy@memphistn.gov and frances.brooks@memphistn.gov

Proposer should not, under any circumstances, contact any City personnel (including senior City management or City employees with whom Proposer has an existing business or personal relationship) to discuss this RFP without the Principal Contact's prior written consent. Utmost discretion is expected of Proposer and all other RFP recipients. Any recipient attempting to circumvent this process will risk elimination from further participation in the bidding process.

4.3 SCHEDULE OF ACTIVITIES

- In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Proposer's Proposal and to move forward with term sheet discussions and ultimately conclude an agreement accordingly.
- As a result, the City requests that Proposer make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below.
- It is the City's option to conduct interviews with finalists. However, in no way is the City obligated to interview finalists. After an initial review and evaluation of all the Proposals, the City may, at its option, conduct interviews with one or more highest ranking qualified Vendor(s).
- The City reserves the right to modify or update this schedule at any point in time.

In no event shall the deadline for submission of the proposal be changed except by written modification by the City of Memphis Purchasing Department.

Activity	Date
Publish RFP	March 28, 2023
Proposer Questions Deadline	April 10, 2023
City Response to Questions	April 25, 2023
Proposal Submission Deadline	May 17, 2023
Finalist Selections – Optional	TBD
Finalist Presentations – Optional (City’s Discretion)	TBD
Negotiations	TBD
Agreement Finalization	August 2023

Several of the activities identified in the above table are described in more detail in the remainder of this Section 4.

4.4 PRE-SUBMITTAL CONFERENCE

No Pre-Submittal Conference is scheduled for this RFP.

4.5 INITIAL QUESTIONS SUBMISSION, FINAL QUESTIONS SUBMISSION

Proposer may submit an initial set of questions based on its review of this RFP, by adhering to the format template provided in Exhibit 4 and submitted as an attached WORD document or as part of the body of the email (no pdf documents) and sending it via email by 5:00 pm on the date listed in Section 4.3 Schedule of Activities. Questions received after this time and date will not be answered. This email should be sent to the individual(s) listed in Section 4.2 Principal Contacts and Information Requests, with the subject heading: “Your company’s name – RFP #XXXXX - RFP Name – Questions”. The City will post the responses to the questions on the City’s web site on or before the date listed in Section 4.3 Schedule

of Activities. To ensure the fair and consistent distribution of information, no individual answers will be given. The only official answer or position of the City will be the one posted via the City's website. Any questions or concerns not submitted by the stated time and date will be deemed waived.



4.6 PROPOSAL SUBMISSIONS

PROPOSAL SUBMISSION AND DUE DATE

Proposer shall submit, in a sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), seven (7) complete printed copies, and eight (8) CDs or thumb drives containing softcopies of its entire Proposal (including the signed Cover Letters) on or before the date specified in Section 4.3 Schedule of Activities **at 12:00 noon CT**, to the addressee provided below:

USPS (or other common carrier)
City of Memphis
Purchasing Department, Room 348
125 N. Main Street
Memphis, TN 38103

Hand Delivery
City of Memphis
Main Lobby – Bid Drop Box
125 N. Main Street
Memphis, TN 38103

The label should identify the contents as:

**Your company name & address.
RFP Title, RFP #XXXXX.**

PROPOSALS SUBMITTED AFTER THE DEADLINE OR WHICH STATE THAT INFORMATION WILL BE PROVIDED 'AT A LATER DATE', OR WHICH ARE OTHERWISE INCOMPLETE OR FAIL TO COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS RFP WILL BE DISQUALIFIED FROM PARTICIPATION IN THIS RFP PROCESS.

Proposals may not be amended after the submission deadline.

Notwithstanding any legends on the proposal or any other statements to the contrary, all materials submitted in connection with proposer's response to this RFP will become the property of the City and may be returned only at the City's option.

PROPOSAL FORMAT

The City expects the Proposal to be a compilation of various documents, in particular because Proposer's Proposal must utilize the RFP response templates, if provided, set forth in the Exhibits in this RFP.

Proposer shall use Microsoft Office file formats in preparing its Proposal to the maximum extent possible. All pages should be formatted to print on 8 ½" x 11" paper, unless another format is provided by the response template. Proposer responses should be specific, factual, brief and to the point.

PROPOSAL EXPIRATION DATE

Proposals in response to this RFP shall remain valid for six (6) months from the Proposal due date. The City may request an extension of time if needed.

PROPOSER DATA

The confidentiality of information and data contained in the firm of contractor's Proposal shall be subject to and governed by the Open Records Act and any other Public Records laws with which the City is legally obligated to comply (including a Freedom of Information Act Request under "FOIA").

Deadline Extension

The City reserves the right to extend the submission deadline, if such action is considered necessary by the City.

Ambiguity, Conflict, or other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify, in writing e-mail, the City of such error and request modification or clarification of the document. The Proposer shall include the RFP number, page number and the applicable paragraph title. The City will issue/post any revisions to the RFP on the City's website (www.memphistn.gov). The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or any ambiguity, conflict, discrepancy, etc. shall be waived.

Withdrawing or Amending a Proposal

At any time prior to the scheduled deadline for receipt of proposals, the Proposer may withdraw or amend its proposal by submitting a written request from the authorized representative whose name and signature appears on the proposal. A written request to withdraw or amend the proposal must be submitted to the individual and address to whom/which the proposal was submitted in accordance with the section above titled "PROPOSAL SUBMISSION AND DUE DATE."

Acceptance/Rejection of Proposals

The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The City shall reject the proposal of any Proposer that is determined to be non-responsive.

Informalities/Minor Irregularities

The City reserves the right to waive minor irregularities or informalities in a Proposer's proposal when the City determines that it will be in City's best interest to do so. Any such waiver shall not modify any remaining RFP specifications or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

Proposer indebted to the City

No contract will be knowingly awarded to any organization which, in the City's sole discretion, is in arrears to the City of Memphis upon any debt or contract, or which is a defaulter as surety or otherwise under any obligations to the City of Memphis, or which has failed to perform faithfully on any previous contract with the City of Memphis.

Tax Payments

The City of Memphis is exempt from federal excise, state and local taxes on all purchases and will issue tax exemption certificates, upon request.

4.7 FINALIST SELECTIONS (OPTIONAL)

The City may select a number of the RFP respondents who will be asked to give an oral presentation of its proposal to the City. However, the City is not obligated to interview any finalist. If interviews are conducted, these providers will be selected based on an evaluation of their Proposals against the criteria described in Section 5 of this RFP. RFP recipients that are not selected to progress to the oral presentations likely will be excluded from further consideration.

For this reason, Proposer is strongly encouraged to make as complete and compelling a Proposal as possible. The RFP recipient who fails to comply risks being dropped from further consideration without having an opportunity to improve its offer.

4.8 RECIPIENT PRESENTATIONS (OPTIONAL)

Details pertaining to the oral presentation phase of the RFP process will be confirmed after Proposal submission, however the presentations are tentatively scheduled to begin on the date listed in Section 4.3 Schedule of Activities.

If Proposer is one of the RFP recipients asked to give an oral presentation, Proposer should prepare a comprehensive presentation that concentrates on the business and technical aspects of the Proposal and should not be marketing discussions. **PROPOSER'S PROPOSAL WILL NOT BE ALTERED OR ENHANCED DURING THE ORAL PRESENTATION.**

Appropriate visual and written materials are expected, but the format will be left to the discretion of the Proposer. A soft copy of all presentation materials must be delivered to the Principal Contact at least one business day before the beginning of the presentation. Proposer should also bring a sufficient number of printed copies of the materials for the City attendees at the presentation.

The City may provide a last-minute agenda or other direction for the Proposer's presentation based on the City's initial review of the Proposals.

4.9 CONTRACT AWARD

The award of contract will be made on-the-basis of the best proposal, as solely determined by the City, which meets the requirements and criteria set forth in the solicitation. The City will only accept proposals for the services requested. The proposal submitted in response to this solicitation is not a legally binding document; however, the contract, which will be based on information provided in the proposal, becomes legally binding once all parties have signed it. Any contract resulting from this RFP shall be subject to the City of Memphis General Terms and Conditions set forth in this solicitation and any additional terms imposed by City. The successful Contractor shall be required to execute the contract originated by the City of Memphis and satisfy all contract requirements as specified by the City. One or more contracts may be awarded under this RFP, and any contract awards and amounts are subject to the availability and appropriation of funds.

4.10 PROTESTS

Any protest of award must be filed in writing with the Interim Purchasing Agent within five (5) calendar days of the award announcement at the following address, or via email (Kristie Hardy – Kristie.hardy@memphistn.gov and Frances Brooks at frances.brooks@memphistn.gov).

City of Memphis Purchasing Agent:
125 North Main, Room 368, Memphis, Tennessee 38103.

4.11 MODIFICATION OR TERMINATION OF RFP PROCESS

Subject to the rules and regulations of the City's Procurement Office, including with respect to providing notification and, where applicable, providing the opportunity to revise proposals, the City reserves the right to, in its sole discretion, discontinue, amend, supplement, or otherwise change this RFP, the initiative, the process used for evaluation, and the expected timeline at any time and for any reason, and makes no commitments, implied or otherwise, that this process will result in a business transaction with any provider.

4.12 SUPPLEMENTAL INFORMATION

If, after issuance of this RFP, additional relevant material is produced by or becomes available to the City, such material will (where appropriate) be transmitted to all RFP participants for their consideration. The City will make modifications by issuing a written addendum, which will be posted on the City's website. Any revisions to the solicitation will be made only by an addendum issued by the City. It is the responsibility of the Proposer to check the website for possible addenda and should consider such information in its Proposal. The City will assume that all changes or additional requirements transmitted have been considered in the Proposer's Proposal (including with respect to pricing), unless otherwise specified.

4.13 NO REPRESENTATIONS OR WARRANTIES

The City makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the City through the RFP process. Proposer is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the City, and for preparing and submitting responses to the RFP. The City has attempted to validate the information provided in this RFP, but it is possible that Proposer may detect inconsistencies or potential errors. While Proposer should identify these potential issues in its questions or in an appendix to its Proposal, Proposer should use the information provided on an "as-is" basis for its initial Proposal. Information regarding the City and the Initiative may be revised or updated and republished for inclusion in a final response.

4.14 PROPOSAL PREPARATION COSTS

Proposer will be responsible for all costs it incurs relating to this RFP process (including but not limited to Proposal preparation, personnel time, travel-related costs, and other expenses) and any subsequent agreement negotiations.

5. EVALUATION MODEL

5.1 QUALIFYING PROPOSALS

City will review each submitted Proposal to determine whether it is a Qualifying Proposal. A Qualifying Proposal is one that meets all the criteria set forth below. All Proposals that ARE NOT a Qualifying Proposal will be disqualified from this RFP process. A Qualifying Proposal is a Proposal that:

- Was submitted (in the form and format required) by the due date as specified in Section 4.6.
- Conforms to the requirements of the RFP (as outlined in Section 3).

5.2 EVALUATION OF QUALIFYING PROPOSALS

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. The criteria, and their associated weights, upon which the evaluation of the proposals will be based, are as follows:

Evaluation Category	Areas of Evaluation within Categories	Possible Points
Background and Project Summary	See Section 3.5	5
Qualifications and Policies	See Section 3.6	10
Staffing and Organization Plan	See Section 3.7	15
Subcontractor Information and Qualifications	See Section 3.8	5
Operations and Management Plan	See Section 3.9	10
Marketing Plan	See Section 3.10	15
Financial Pro Forma	See Section 3.11	10
Preventative Maintenance Program	See Section 3.12	5
Financial Stability	See Section 3.13	10
Pricing	See Section 3.14	15
Total Possible Points		100

6. RFP TERMS AND CONDITIONS

The City of Memphis seeks proposals from firms who have the expertise to provide to provide the products and/or services as is in accordance with this RFP document. This is a Request for Proposal that may be modified by the City in the selection process.

THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL, MINORITY AND WOMEN-OWNED BUSINESSES IN THE PURCHASING PROCESS.

The City of Memphis is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or in the provision of services.

This procurement may be subject to the requirements of Ordinance No. 5114 which establishes a local preference for local businesses located within the City of Memphis. A copy of your current Memphis and Shelby County Tennessee Business Tax Receipt must accompany the proposal for consideration of this ordinance.

Any protest of award must be filed in with the Purchasing Agent pursuant to Section 4.10 Protests. Notice of Intent to Award will be emailed to all vendors that submit a valid proposal. The intent to award notification shall be deemed publicly announced on the date specified on the notice.

Only proposals submitted on the provided form(s) with no changes, additions or deletions to the terms and conditions will be considered. Proposals containing terms and conditions other than those contained herein may be considered nonconforming.

No objections regarding the application, meaning, or interpretation of the specifications will be considered after the opening of the subject proposals. If there are questions or concerns regarding any part of plans, terms, specifications or other proposed documents, a written request for interpretation thereof may be submitted to the City Purchasing Agent prior to the deadline date, pursuant to Section 4.5 Initial Questions Submission, Final Questions Submission. The organization submitting the request shall be responsible for the prompt delivery of the request. Any interpretation in response to the written request will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each organization receiving a set of such documents and/or posted on the City's website. The City of Memphis will not be responsible for any other explanation or interpretation of the proposed documents. By submission of its proposal, a proposer shall be deemed to have understood fully the contents and meaning of the RFP.

All proposals must be signed by an authorized representative of your organization. Unsigned proposals will be considered nonconforming.

Any contract resulting from the proposals received in response to this solicitation shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee without regard to conflicts of laws principles.

By order of the Mayor of the City of Memphis, Tennessee.

JIM STRICKLAND, MAYOR

Kristie Hardy, City Purchasing Agent

Published in The Daily News on XXXXXX 2 Copies



INSTRUCTIONS TO PROPOSERS

Proposers shall submit their signed proposal in a sealed envelope INDICATING ON THE OUTSIDE: THE COMPANY NAME and THE REQUEST FOR PROPOSAL NUMBER.

Proposers must comply with all applicable licensing requirements. Pursuant to the City of Memphis Charter, Article 71, Section 777 et seq., it is unlawful to operate a business within the limits of the city of Memphis without possessing a Memphis and Shelby County business license, excepting non-profit organizations that qualify as tax exempt under Sec. 501(c)(3) of the Internal Revenue Code. Upon award notification and prior to the City issuing a properly executed purchase order or entering into a contract with the proposer, the successful proposer, whose principal business address is located within the limits of the city of Memphis, will be required to submit, along with the required insurance and other required documentation, a copy of (1) the tax-exempt ruling or determination letter from the Internal Revenue Services; or (2) its current Memphis and Shelby County Business Tax Receipt/License.

Issuance of this RFP does not obligate the City to contract, in whole or in part, for services specified herein. The City of Memphis reserves the right to cancel this solicitation, in whole or in part, or to reject, in whole or in part, all proposals. Bidders will be notified of any cancellation, and cancellation of this RFP or any subsequent award will be posted on the City's website.

To request additional information concerning this solicitation, please see Section 4.5 Initial Questions Submission, Final Questions Submission.

This solicitation shall be in accordance with the City of Memphis Ordinances and Purchasing Policies and Procedures, which may be amended from time to time.

All materials submitted pursuant to this RFP shall become the property of the City of Memphis.

To the extent permitted by law, all proposals submitted in response to this RFP shall be kept confidential until the proposals have been evaluated and the intent to award is announced. Until the intent to award is announced, no information regarding any proposal will be released to anyone, except members of the Evaluation Committee who are responsible for evaluating the proposals and other appropriate City staff. All information provided by the Proposer in response to this RFP will be considered by the Evaluation Committee in evaluating the proposal and making an award recommendation to the City.

The Mayor of the City of Memphis is the only individual who can legally sign contracts on behalf of the City. Costs chargeable to the proposed contract shall not be incurred before receipt of a fully executed contract.

EXHIBITS

EXHIBIT 1 – NON-COLLUSION AFFIDAVIT

The Proposer, by its officers and its agents or representatives present at the time of filing this Proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other Proposer, or with any officer of the Owner or Owner's representative whereby such affiant or affiants or either of them has paid or is to pay such other Proposer or officer any sum of money, or has given or is to give to such other Proposer or officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other free competition into the letting of the contract sought for by the attached prices that no inducement of any form or character other than that which appears on the face of the Proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the Proposal or awarding of the Contract, nor has this Proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contractor sought by this Proposal.

Submitted By:

Firm Name _____

Authorized Signature _____

Date _____

SIGNATURES

If PROPOSER is:

A. An Individual

By _____

(SEAL)

(Individual's Name)

Doing business as

Business Address:

Phone Number:

B. A Partnership

By _____

(SEAL)

(Firm Name)

(General Partner)

Business Address:

Phone Number:

C. A Corporation

By _____

(SEAL)

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

Title _____

Attest _____

(Secretary)

Business Address:

Phone Number: _____

D. A Joint Venture

By _____

(Name)

Business Address:

By _____

(Name)

Business Address:

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

EXHIBIT 2 – CRIMINAL AND CIVIL PROCEEDINGS DISCLOSURE

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations. Attach additional pages if necessary.

Note: If no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.

EXHIBIT 3 – RCC PROSPECTIVE CLIENT SALES PACKET



EXHIBIT 5 – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONVENTION CENTER FACILITIES MANAGEMENT

The Company shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. The Company shall require all subcontractors to carry insurance as outlined below, in case they are not protected by the policies carried by the Company. The Company is required to provide copies of the insurance policies upon request. The Company shall furnish the Risk Manager a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, payment to the company may be withheld until those requirements have been met, or at the option of the City. The City may pay the renewal premiums and withhold such payments from any monies due the Company.

The Company shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by Company, its employees, subcontractors, or agents, or any negligent act or omission of Company, its employees, subcontractors, or agents, which occurs pursuant to the performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents. Contracts for third party service providers should include indemnity provisions that protect the City from any liability arising out of the Company's loss of City's sensitive information.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and with Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of:

\$2,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)

\$ 50,000 Fire Damage any One Fire
\$ 5,000 Medical Expense any One Person

***General Liability coverage shall also include Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence if any alcoholic beverages are served on premises.**

***The Food Service / Concessionaire's Product Liability insurance should have the endorsement for Products re-defined (former CG2407).**

ERRORS AND OMISSIONS / PROFESSIONAL LIABILITY:

The Company shall maintain such coverage for at least three (3) years from the termination or expiration of this agreement with Minimum Limits of:

\$2,000,000 Each Claim / \$2,000,000 Aggregate

UMBRELLA LIABILITY:

With Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

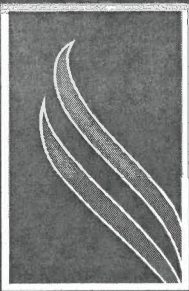
PROPERTY INSURANCE:

The Company shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. The Company shall require all sub-contractors to carry insurance as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

RENASANT
CONVENTION CENTER

MEMPHIS



RENASANT
CONVENTION CENTER



Memphis

HOME OF BLUES,
SOUL & ROCK 'N' ROLL

TAKE ME TO THE RIVER

Where the mighty Mississippi River flows and storied streets rock, an experience awaits you called Memphis. It can't be duplicated, the feeling you get in this realm of music icons, in a city that can feed your soul with its Southern hospitality and inspire you with its creative energy. It's something you just have to see, hear, feel for yourself.

So bring your group to the river—bring them to Memphis.

MORE REASONS THAN EVER TO



MEET IN
Memphis



HOME OF BLUES, SOUL & ROCK 'N' ROLL

WITH LEGENDARY MUSIC ATTRACTIONS & LIVE
SHOWS TO PROVE IT

MORE HOTELS

6K+ NEW HOTEL ROOMS COMING TO DOWNTOWN,
ADDING TO THE EXISTING 19K COUNTY-WIDE

ONE-STOP SERVICE

OUR TEAM WILL HELP YOU CREATE THE PERFECT
EXPERIENCE FOR YOUR DELEGATES

ACCESSIBILITY

SIX TO EIGHT-HOUR DRIVE
FROM 85% OF THE COUNTRY

**#1 REASON
TO COME TO MEMPHIS**

**YOUR DELEGATES
WILL LOVE IT...
AND LOVE
YOU!**

BEALE STREET + FIVE MORE ENTERTAINMENT DISTRICTS

PACKED WITH WALKABLE ENTERTAINMENT, DINING
& ATTRACTION OPTIONS

ACCLAIMED CULINARY SCENE

LEGENDARY BBQ, SOUL FOOD, FINE DINING,
CRAFT BREWERIES & SPIRITS

YOUR DOLLAR GOES FURTHER

NAMED ONE OF THE 17 BEST AFFORDABLE
DESTINATIONS BY US NEWS & WORLD REPORT

UNFORGETTABLE TEAM-BUILDING

AT UNIQUE OFFSITE EVENT SPACES
including Graceland, The National Civil Rights Museum, Shelby
Farms Park, Memphis Zoo & more

**NAMED ONE OF WORLD'S GREATEST
PLACES BY TIME MAGAZINE**

MEMPHIS HAS ALWAYS BEEN AN ORIGINAL NOW IT HAS A MEETING SPACE TO MATCH

Give your group the Memphis experience ⚡ Start at the Renasant Convention Center

Its \$200M renovation - including a grand new entrance, high-end finishes and inviting new spaces that bring in natural light and river views - provides a state-of-the-art facility in a one-of-a-kind location.

300,000

GSF OF MEETING, EXHIBIT &
PRE-FUNCTION SPACE

118,000

GSF, COLUMN FREE
EXHIBIT HALL

28,000

GSF
BALLROOM

2,100

SEAT CANNON CENTER FOR
THE PERFORMING ARTS

46

FLEXIBLE MEETING ROOMS
(90,000 GSF)

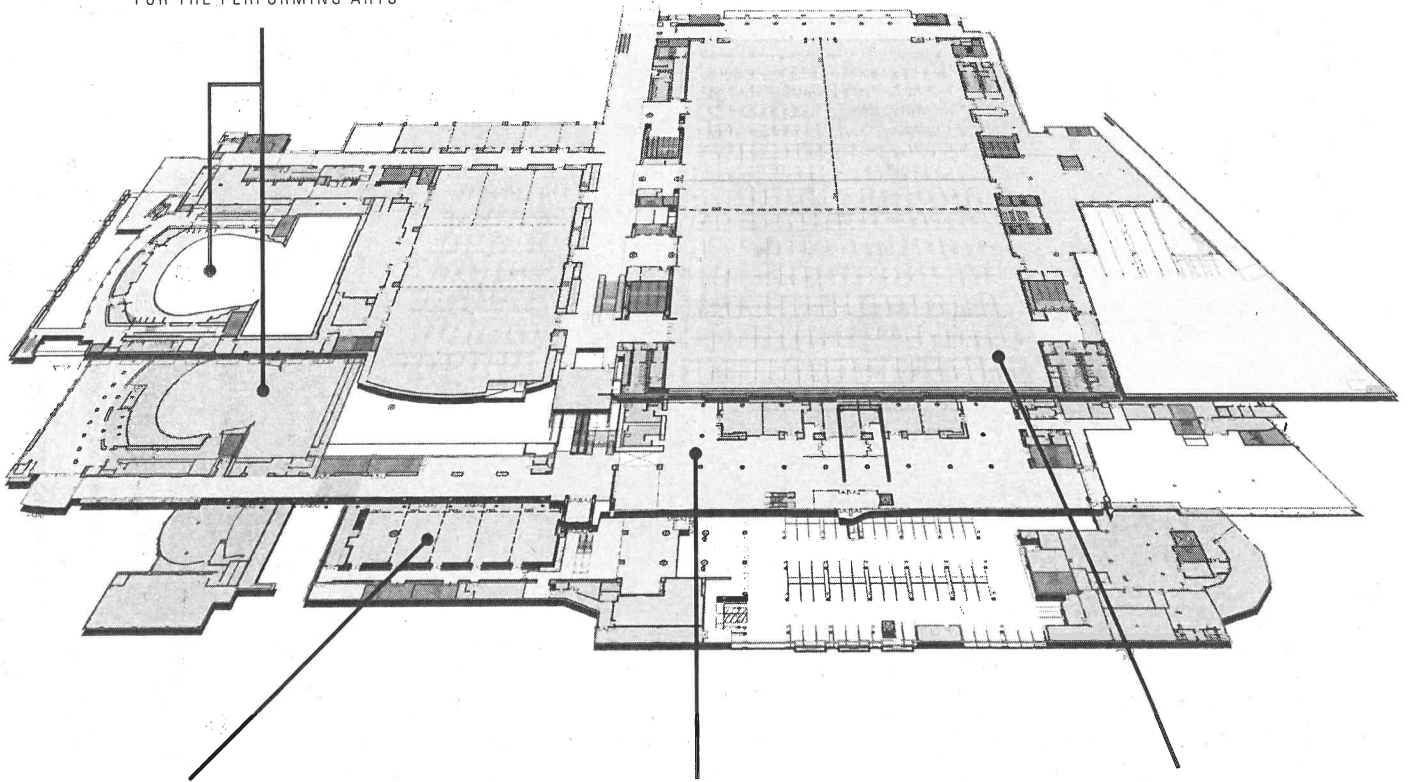
600

ROOMS AT THE SHERATON
MEMPHIS DOWNTOWN

OPENED ⚡ SPRING 2021

CANNON CENTER

FOR THE PERFORMING ARTS



LOWER LEVEL

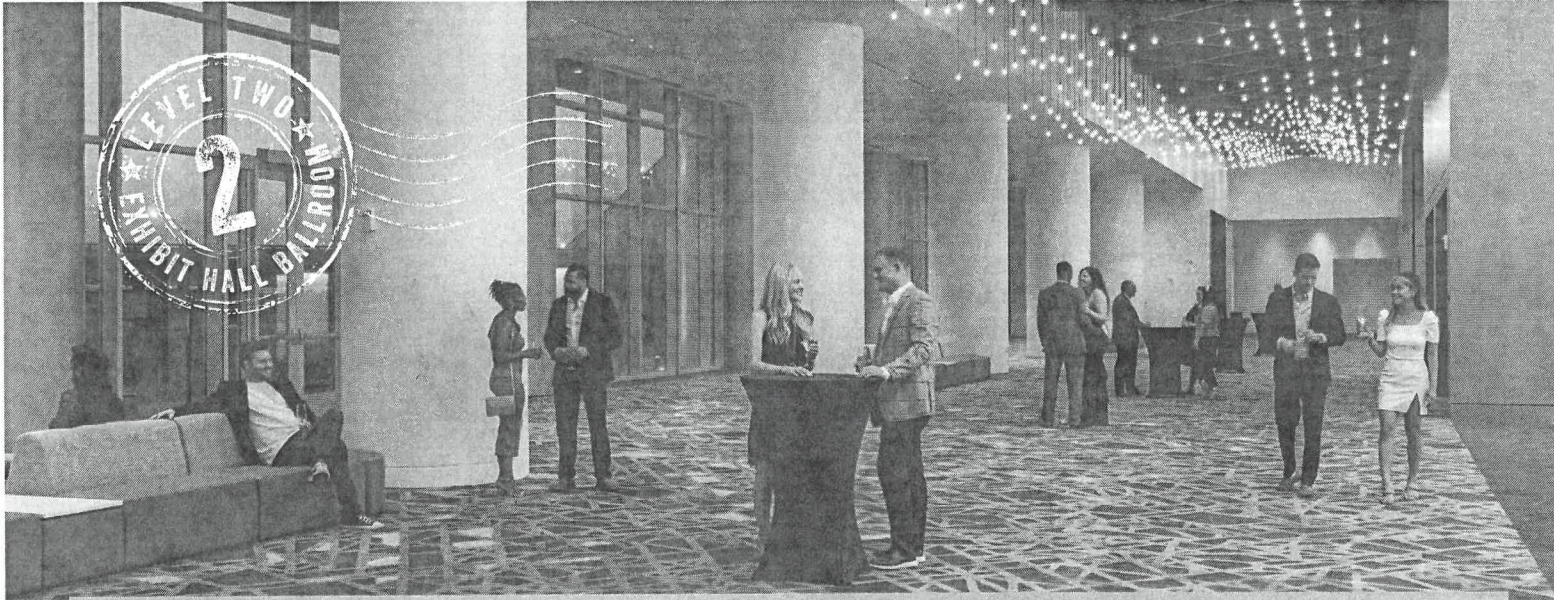
FLEX HALL/MEETING ROOMS

LEVEL 1

MAIN STREET LOBBY/MEETING ROOMS

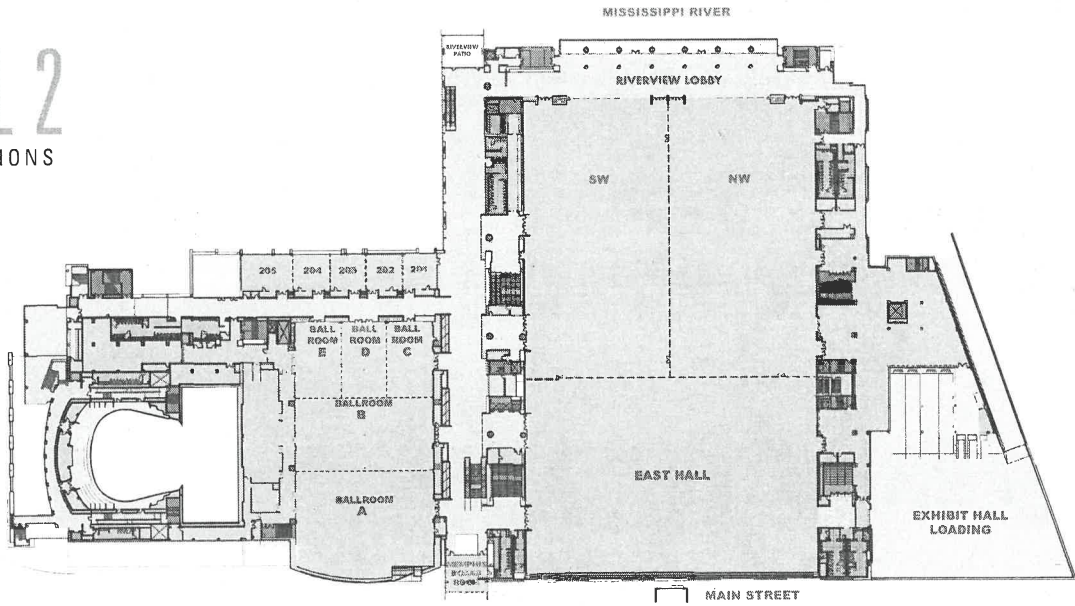
LEVEL 2

EXHIBIT HALL/BALLROOM



LEVEL 2

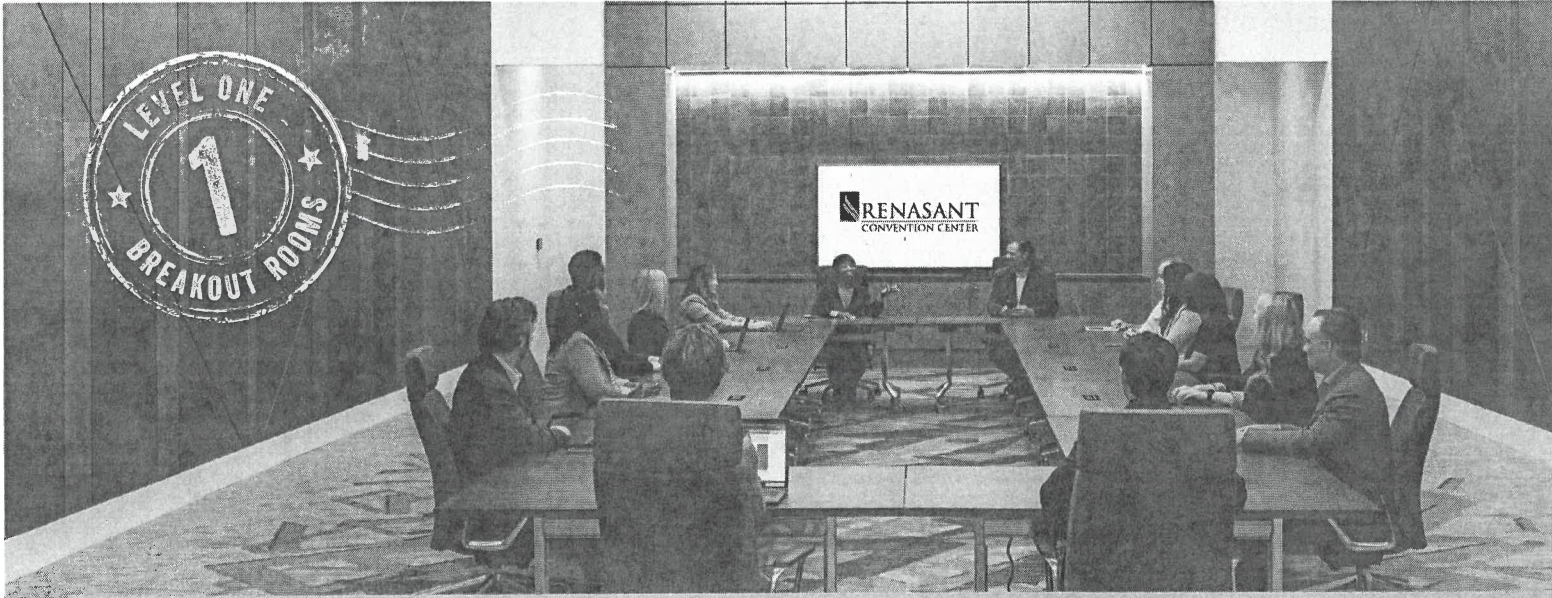
SPECIFICATIONS



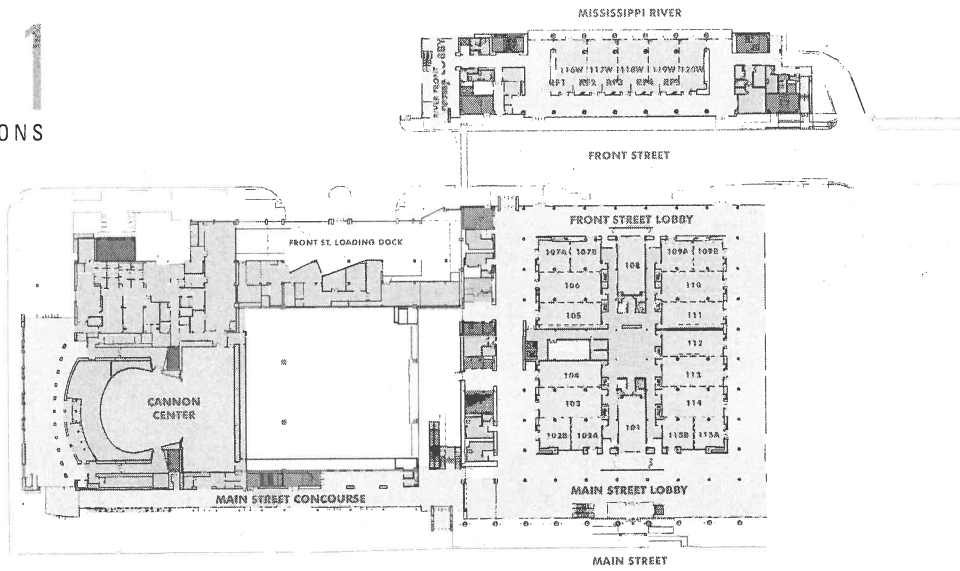
The 118,000 GSF, column-free Exhibit Hall can be used as an impressive Exhibit Hall or split into three smaller halls. This level also offers a 28,000 GSF Grand Ballroom which can be divided into five smaller sections if needed. Five meeting rooms offer 16-foot ceilings and natural light that complement the overall space. A spacious foyer located outside the Exhibit Hall and Grand Ballroom is perfect for registration. This level's views will really grab your attention. The Memphis Board Room, a three-sided glass space, cantilevers over Main Street for downtown views, while an outdoor terrace overlooking the Mississippi River provides a relaxing place for breaks.

ROOMS/HALLS	SQ. FEET	DIMENSIONS W x D	BANQUET STYLE	THEATRE STYLE	TRAINING/ CLASSROOM	10'X10' BOOTHS	BOARDROOM STYLE	CEILING HEIGHT
East Hall	47,965	181' x 265'	3,150	4,480	3,312	264	—	40'
Northwest Hall	33,528	254' x 132'	2,100	2,916	2,160	150	—	40'
Southwest Hall	33,528	254' x 132'	2,100	2,916	2,160	150	—	40'
NW/SW Hall	67,310	254' x 265'	4,200	5,616	4,320	330	—	40'
Main Hall (Combined)	117,660	444' x 265'	7,000	10,670	7,740	570	—	40'
Riverview Lobby	8,536	194' x 44'	—	—	—	—	—	40'
Memphis Boardroom	1,147	37' x 31'	60	81	42	—	32	—

ROOMS/HALLS	SQ. FEET	DIMENSIONS W x D	BANQUET STYLE	THEATRE STYLE	TRAINING/ CLASSROOM	10'X10' BOOTHS	BOARDROOM STYLE	CEILING HEIGHT
Ballroom A	10,492	86' x 122'	700	1,050	768	50	—	27'
Ballroom B	8,296	68' x 122'	500	840	528	40	—	27'
Ballroom C	2,829	41' x 69'	150	240	168	10	56	27'
Ballroom D	2,829	41' x 69'	150	240	168	10	56	27'
Ballroom E	2,829	41' x 69'	150	240	168	10	56	27'
Grand Ballroom (Combined)	27,328	224' x 122'	1,900	2,548	1,680	144	—	27'
201	1,056	32' x 33'	40	84	60	—	24	16'
202	1,056	32' x 33'	40	84	60	—	24	16'
203	1,056	32' x 33'	40	84	60	—	24	16'
204	1,056	32' x 33'	40	84	60	—	24	16'
205	1,440	32' x 45'	60	112	92	—	32	16'
201 - 205 (Combined)	5,632	32' x 176'	280	448	312	24	—	16'



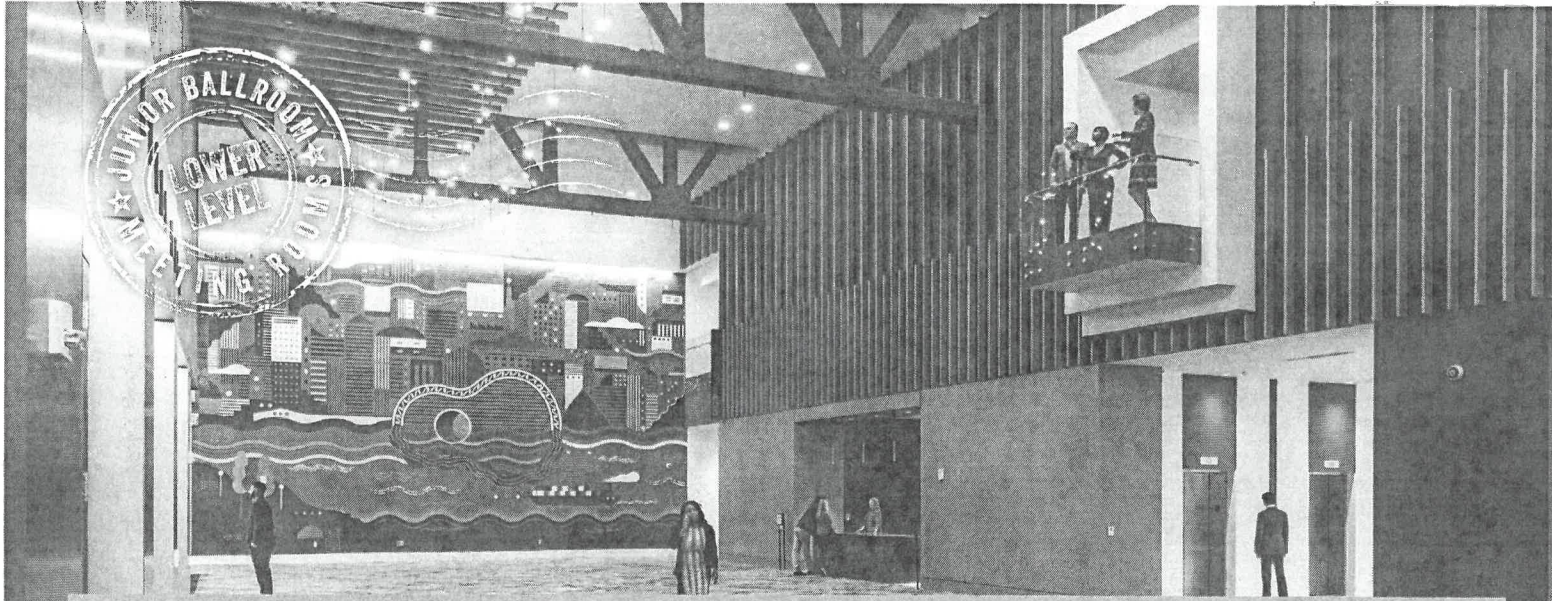
LEVEL 1
SPECIFICATIONS



24 flexible meeting rooms and the spacious Main Street Lobby provide ample breakout and registration space. The Main Street Lobby and Concourse are just a few steps from our vintage trolley line and directly across from the Sheraton Memphis Downtown. This level has easy Main Street access to the 2,100 seat Cannon Center for the Performing Arts to accommodate special events and plenary sessions.

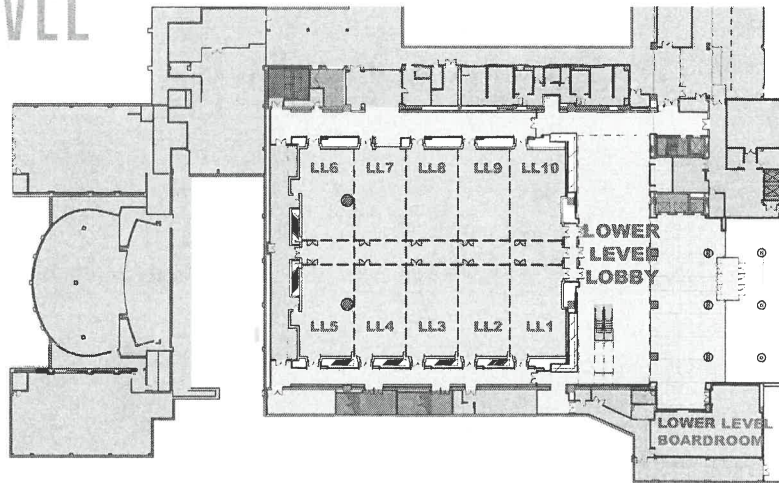
ROOMS/HALLS	SQ. FEET	DIMENSIONS W x D	BANQUET STYLE	THEATRE STYLE	TRAINING/ CLASSROOM	10' X 10' BOOTH	BOARD- ROOM STYLE	CEILING HEIGHT
101	1,674	27' x 62'	80	168	88	8	40	20'
102A	930	31' x 30'	40	60	40	3	24	20'
102B	930	31' x 30'	40	60	40	3	24	20'
103	1,800	30' x 60'	100	168	96	8	48	20'
104	1,560	26' x 60'	100	168	96	6	48	20'
102-104 (Combined)	5,460	91' x 60'	300	400	256	16	—	20'
105	1,500	25' x 60'	100	168	96	6	48	20'
106	1,860	31' x 60'	100	168	96	8	48	20'
107A	930	31' x 30'	40	60	40	3	24	20'
107B	930	31' x 30'	40	60	40	3	24	20'
105-107 (Combined)	5,220	87' x 60'	300	400	256	16	—	20'
108	1,674	27' x 62'	80	168	88	6	40	20'
109A	930	31' x 30'	40	60	40	3	24	20'
109B	930	31' x 30'	40	60	40	3	24	20'
110	1,800	30' x 60'	100	168	96	8	48	20'
111	1,560	36' x 60'	100	168	96	6	48	20'
109-111 (Combined)	5,220	97' x 60'	300	400	256	16	—	20'

ROOMS/HALLS	SQ. FEET	DIMENSIONS W x D	BANQUET STYLE	THEATRE STYLE	TRAINING/ CLASSROOM	10' X 10' BOOTH	BOARD- ROOM STYLE	CEILING HEIGHT
112	1,560	26' x 60'	100	168	96	6	48	20'
113	1,800	30' x 60'	100	168	96	8	48	20'
114	1,800	30' x 60'	100	168	96	8	48	20'
115A	930	31' x 30'	40	60	40	3	24	20'
115B	930	31' x 30'	40	60	40	3	24	20'
112-115 (Combined)	7,020	117' x 60'	400	546	328	21	—	20'
River Front 1	1,519	31' x 49'	80	110	64	6	32	20'
River Front 2	1,470	30' x 49'	80	110	64	6	32	20'
River Front 3	1,470	30' x 49'	80	110	64	6	32	20'
River Front 4	1,470	30' x 49'	80	110	64	6	32	20'
River Front 5	1,274	26' x 49'	80	110	64	6	32	20'
RF1-RF5 (Combined)	7,203	147' x 49'	370	434	300	26	—	20'
Main Street Lobby	18,090	67' x 270'	—	—	—	—	—	20'
Front Street Lobby	8,100	30' x 270'	—	—	—	—	—	20'
River Front Lobby	2,100	70' x 30'	—	—	—	—	—	20'



LOWER LEVEL

SPECIFICATIONS



The Lower Level with direct access to covered parking, provides for an impressive entry to the venue. The 18,000 GSF Flex Hall, which can be divided into 10 sizeable breakout rooms, is ideal for shows and exhibits as well as meetings and banquets. A large pre-function lobby and spacious Lower Level Boardroom add to the flexibility of the Lower Level.

ROOMS/HALLS	SQ. FEET	DIMENSIONS W x D	BANQUET STYLE	THEATRE STYLE	TRAINING/ CLASSROOM	10'X10' BOOTHS	BOARDROOM STYLE	CEILING HEIGHT
LL1	1,680	32' x 52.5'	80	208	108	8	48	25'-6"
LL2	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL3	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL4	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL5	1,575	30' x 52.5'	80	126	72	7	48	25'-6"
LL6	1,575	30' x 52.5'	80	126	72	7	48	25'-6"
LL7	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL8	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL9	1,575	30' x 52.5'	80	182	108	9	48	25'-6"
LL10	1,660	32' x 52.5'	80	208	108	8	48	25'-6"
LL1 - 10 (Combined)	18,088	119' x 152'	1,180	1,560	1,104	88	136	25'-6"
LOWER LEVEL BOARDROOM	1,880	—	—	—	—	—	—	12'-6"
LOWER LEVEL LOBBY	4,346	106' x 41'	—	—	—	—	—	32'-7.5"

CANNON CENTER FOR THE PERFORMING ARTS

SPECIFICATIONS

2,100 Seats

Proscenium Opening: 48' x 55'

Stage Depth—rear wall: 50'4"

PLASTER LINE AT CENTER STAGE TO:

- Spot booth: 122'
- Mix position: 75'
- Balcony wall: 204'

LOADING DOCK:

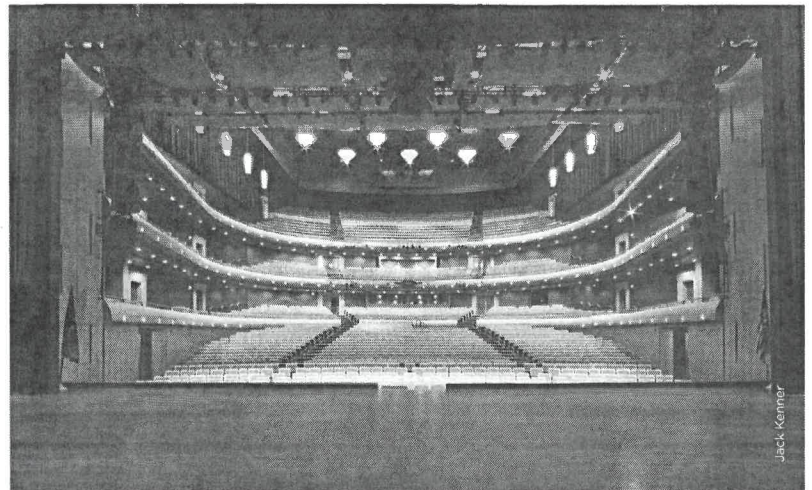
- Located at rear of theater on Front Street
- 2 bays — 100' x 30'
- 2 sets of loading doors — 10' W x 16' H each
- Straight push to stage 105'

ORCHESTRA PIT:

- Downstage — 10'9" from center
- Upstage — 14'2" from center
- Both — 25'1" from center

DRESSING ROOMS

- 15 dressing rooms
- All dressing rooms have restrooms with showers, make-up counters (except musician changing rooms), Broadway lights, program and paging.



CANNON CENTER
FOR THE PERFORMING ARTS

ON-SITE VENDORS & SERVICES

Memphis' Renasant Convention Center provides information technology, electric, audiovisual and food & beverage services on-site through our exclusive providers.



When you need AV and creative services for your event, our highly trained professionals will make certain your next event will be a success.

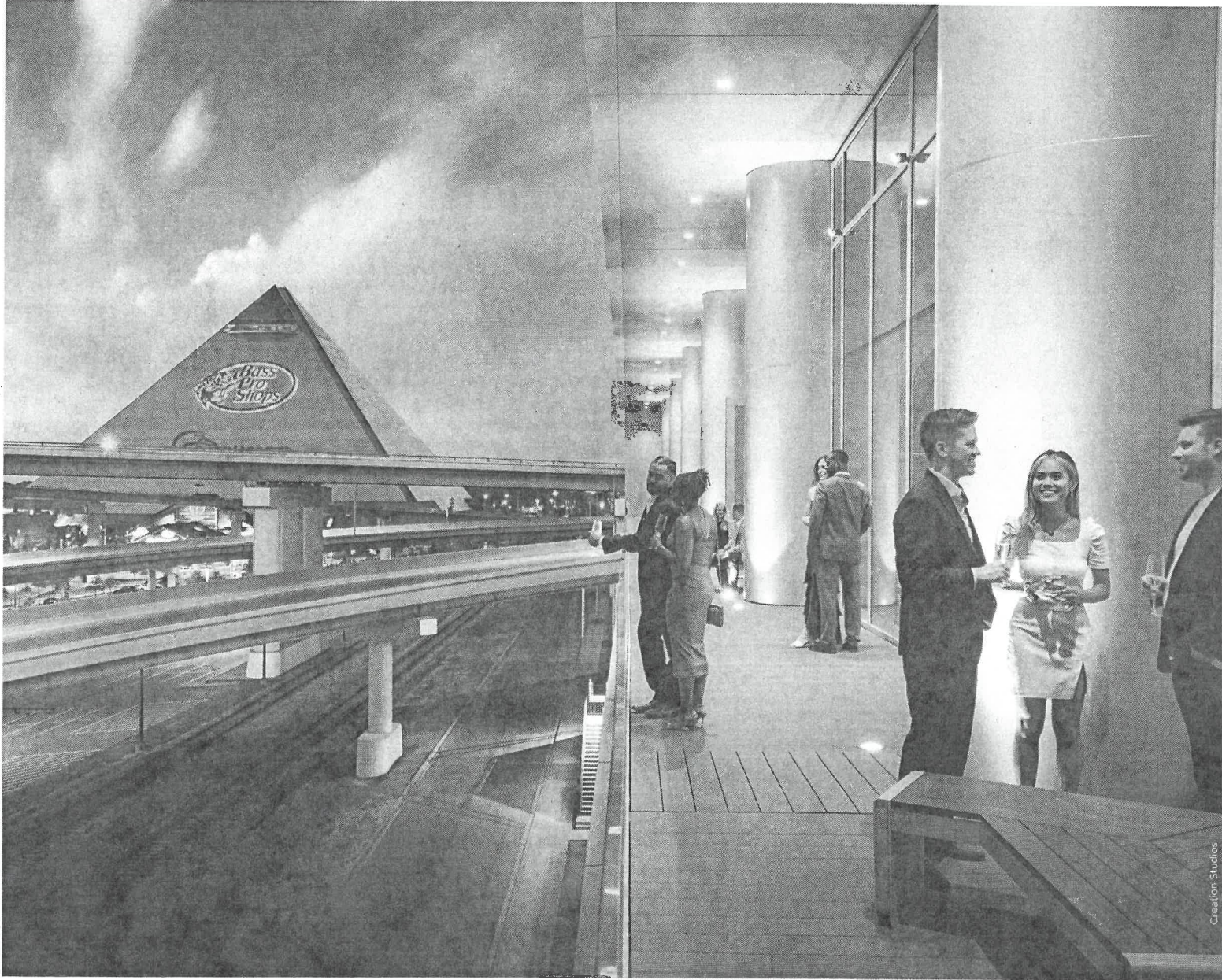


SHERATON
Memphis Downtown Hotel

Our culinary team explores the latest trends while introducing healthy food, local to global flavors and sustainably sourced ingredients to create an overall menu sensation.

IT SERVICES

The Renasant Convention Center Team provides on-site IT and electrical services including Internet connectivity, telecommunications and access to electrical equipment to power your presence at our venue.





RENASANT

CONVENTION CENTER

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