



## **Millington Airport Authority**

***8182 Hornet Avenue  
Millington, TN 38053***

Jason Dupree, Chairman  
Mike Gill, Executive Director  
Candace Ward, Office Manager

### **REQUEST FOR PROPOSAL**

**RFP # FY2024-03-21**

**DUE: April 18, 2024, no later than 2:00 p.m. (CST)**

### **JANITORIAL SERVICES**

The Millington Airport Authority is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide Janitorial Services at the Millington-Memphis Airport located at 8182 Hornet Avenue, Millington, TN 38053.

## **TABLE OF CONTENTS**

<b>I.</b>	<b>INTRODUCTION</b>
<b>II.</b>	<b>MINIMUM PROPOSER REQUIREMENTS</b>
<b>III.</b>	<b>CORRESPONDENCE</b>
<b>IV.</b>	<b>PROPOSAL SCHEDULE</b>
<b>V.</b>	<b>PROPOSAL CONDITIONS</b>
<b>VI.</b>	<b>GENERAL REQUIREMENTS AND INFORMATION</b>
<b>VII.</b>	<b>SCOPE OF WORK</b>
<b>VIII.</b>	<b>CONTRACT REQUIREMENTS</b>
<b>IX.</b>	<b>PROPOSAL SUBMISSION</b>
<b>X.</b>	<b>PROPOSAL EVALUATION AND AWARD</b>

### **EXHIBITS**

<b>A.</b>	<b>DRUG AFFIDAVIT</b>
<b>B.</b>	<b>REFERENCE SHEET</b>
<b>C.</b>	<b>PUBLIC ACTS 109 FORM</b>

## I. INTRODUCTION

The Millington Airport Authority (the “Authority”) is soliciting written proposals, on a competitive basis from qualified companies or professionals to provide Janitorial Services at the Millington-Memphis Airport located at 8182 Hornet Avenue, Millington, TN 38053 as described in this RFP as the “Services”. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Millington Airport Authority for the Services outlined in this RFP. In this RFP, the terms Proposer, Contractor and Respondent are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have at least five (5) years of previous experience in Commercial Janitorial Services.
2. Document experience of providing service or have proven experience in successfully providing janitorial services to similar sized facilities.
3. Currently have in its employ sufficient, competent and skilled staff to perform the Services as required.
4. Have all necessary licenses and certifications required in the State of Tennessee to perform the Services.
5. Have sufficient supplies and equipment to perform the required services; provide list of equipment, including the can liners. **Note: Authority will supply toilet paper, hand towels and soap only.**
6. Be an equal employment opportunity employer and abide by Title VI guidelines. **Note: Must provide a written statement of compliance with the response.**
7. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
8. Bidder shall include the signed and notarized Public Acts 109 Form (Exhibit C) and the Drug affidavit (Exhibit A).
9. Must provide at least three (3) current (within last two years) references (Exhibit B).

## III. CORRESPONDENCE

Respondents requesting additional information or clarification are to contact Candace Ward, **in writing**, at [c.ward@millingtontn.gov](mailto:c.ward@millingtontn.gov) or at the Millington Airport Authority Administrative Office at 8182 Hornet Avenue, Millington, TN 38053.

Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.**

**The deadline for submitting questions will be April 12, 2024 by 12:00 p.m. (CDT).** These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Responses will be given within 24 hours or no later than noon April 15, 2024.

#### **IV. PROPOSAL SCHEDULE**

All proposals must be received at the address listed above no later than **April 18, 2024 @ 2:00 p.m. (CT)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered.

- The Millington Airport Authority is issuing this RFP on March 21, 2024.
- Pre-Proposal Conference on April 4, 2024 as follows:

A MANDATORY pre-proposal conference will be held on Thursday, April 4, 2024 at 10:00 a.m. (CT) to address Proposer questions and provide additional information for this proposal. All interested Respondents will be required to attend this meeting. The pre-proposal conference will be held at the Millington-Memphis Airport Terminal Building at 8182 Hornet Avenue, Millington, TN 38053.

Proposers planning to attend must provide a company name, representative name, contact email and contact phone number via email to Candace Ward, Office Manager, at [c.ward@millingtontn.gov](mailto:c.ward@millingtontn.gov) to confirm attendance. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your proposal.

- Submission of Proposal – All proposals must be received no later than April 18, 2024 AT 2:00 P.M. CT.

Proposals received after this deadline will not be accepted. The date and time received will be recorded on each proposal. Proposals must be addressed and delivered to the address listed within this RFP packet.

- Evaluation of Proposal and Notification of Award – An evaluation team will review and make a selection as described in Section X: Evaluation and Award.
- Services to Commence – Immediately upon the execution of the signed contract.

The Authority may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

#### **V. PROPOSAL CONDITIONS**

- A. Contingencies** - This RFP does not commit the Authority to award a contract.

The Authority reserves the right to accept or reject any or all proposals if the Authority determines it is in the best interest of the Authority to do so. The Authority will notify all Proposers, in writing, if all proposals are rejected.

**B. Modifications** - The Authority reserves the right to issue addenda or amendments to this proposal.

**C. Proposal Submission** - To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

**D. Incurred Costs** - This RFP does not commit the Authority to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

**E. Final Authority** – The final authority to award a contract rest solely with the Authority Executive Director and the Authority's Board.

## **VI. GENERAL REQUIREMENTS**

**A. Background** – The Millington-Memphis Airport has multiple buildings across the airport property. Buildings and facilities referenced in this RFP are owned, managed and maintained by the Authority.

- The terminal building is approximately 3,000 square feet in size, and is open to the public seven days a week, except noted holidays.
- The Air Traffic Control Tower is three floors with approximately 350 square feet per floor, and is open seven days per week. The tower is a secure facility and is not open to the public.
- The N798 building is two floors approximately 10,000 square feet in size in office space on each floor. The building also has a hangar with approximately 19,000 square feet. The building is open seven days a week to incoming flights and tenants.

**B. Project Time Frame** - The initial contract term will begin immediately upon execution of the contract through June 30, 2025 with the option to renew for two (2) additional one-year periods beginning July through June with the same terms and conditions. Renewal is contingent on an agreement of both parties, satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

**C. Reservation of Rights** -The Authority reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

**D. Selection Criteria** - Each response will be evaluated on the criteria outlined in

Section X of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

## **VII. SCOPE OF WORK**

The Authority is seeking to establish a service agreement with the best qualified janitorial service company that can provide and perform the Services including all labor, materials, tools, equipment and supervision necessary

### **General Services Required**

Provide Janitorial Services for the Authority Terminal Building located at 8182 Hornet Avenue, Millington, TN, two (2) days a week to be performed during scheduled period of time during normal business hours. May also be required to provide one (1) employee to work weekend days during specified hours.

Provide Janitorial Services for the Air Traffic Control Tower located at 8192 Hornet Avenue, Millington, TN one day per week to be performed during scheduled period of time during normal business hours.

Provide Janitorial Services for the N798 Building once per month until facility is leased by a tenant.

### **DEFINITIONS:**

- “Clean” in the context of these specifications shall mean the removal of all foreign material from a floor by use of an appropriate cleaning solution of water and solution designated for type of flooring which results in a surface free of all surface and embedded dirt (including rubber heel marks) and residual cleaning solutions and films.
- "Dust Mop/Vacuum/Broom" (all) are to be used to aid in the removal of dust and dirt. After utilizing dust mop/vacuum/broom, floors are to be free of all litter, debris, and grit. Any treatment which leaves an oil film on the floor or can damage the type of flooring, is prohibited.
- Trash Liners - The trash liners, furnished by the Contractor, must be a **minimum of .70 Mil, low density (or equal of a high-density bag). Ultra-thin trash can liners will not be acceptable; please specify in response.**

### **A. Part I - Minimum Requirements, All Areas**

1. The Contractor shall furnish all labor, materials, (including trash liners, refer to “Definitions” # 3) equipment and supervision to perform the services required at the frequencies specified. All equipment must be maintained in a

satisfactory operative condition. All bidders are to furnish a list of equipment, including the trash can liners.

**Note: Authority will supply toilet paper, hand towels, and soap dispenser stock.**

2. The Contractor shall employ at all times, the quantity and quality of supervision necessary for the effective and efficient management of cleaning operations.
  - a. This contract requires a staffing plan submitted with the name of one specific supervisory representative listed as contact person.
  - b. The work shall be performed during scheduled period of time during normal business hours with the option of one (1) employee designated to work weekend days during specified daytime hours. Note: Except legal holidays as proclaimed by the Authority.
  - c. The Supervisor shall be employed by the successful bidder or designated by him, as their full-time representative on a full-time basis and not as Subcontractor. All Employees shall be employed by the successful bidder or designated by him, at least on a part-time basis and not as Subcontractor.
  - d. All employees of the successful bidder will be required to wear an employee/employer Photo Identification badge. This identification badge is to be clearly visible while in the performance of their duties.

**Note: Only contracted employees are allowed on the airport premises during janitorial services. Individuals who are not contracted employees (i.e. family members, friends, etc.) shall not accompany contract employees to work locations.**

3. All supervisory personnel must be competent, skilled, management-type persons and have the utmost ability to supervise and assure quality performance of the staff personnel. They shall have an intimate knowledge of the various cleaning tasks, equipment, and materials so as to be able to both properly train and direct effective inspection and follow-up program.
4. For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables, or window sills. Furniture must be picked up when moved. Upon completion of work, all furniture and equipment must be returned to its original position.
5. After dust mopping/sweeping/vacuuming operations, all floors shall be clean and free of dust streaks. No dirt shall be left in corners, under furniture, behind doors or at door jambs.
6. Wet mopping and cleaning, all floors shall be properly prepared, thoroughly

swept to remove visible dirt and debris and removal of gum, tar, and similar substances from the floor surface. On completion of the mopping and cleaning, the floor shall be clean and free of dirt, water streaks, mop marks, strings, etc., properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces shall be dry and corners and cracks clean. After use, all mops shall be rinsed with clear water and hung up to dry. **Note: Mops used for restrooms shall not be used in any other areas.**

7. Dusting should be removed directly from the areas in which it lies by the most effective means, appropriately treated dust cloths, vacuum tools, etc. After the completion of dusting tasks, corners, crevices, molding, and ledges shall be free of dust with no oils, spots/dust streaks or smudges on cleaned surfaces caused by dusting tools.
8. Damp Wiping, this task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, and smudges from walls, glass, and other specified surfaces and then drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in restroom areas and high-touch areas such as door knobs, a multi-purpose disinfectant/cleaner shall be used.
9. Porcelain fixtures (urinals, toilets, etc.) shall be cleaned and disinfected. There shall be no dust, spots, stains, rust, encrustation or excess moisture. Walls and floors adjacent to fixtures shall be free of spots, drippings and water marks.
10. When spot cleaning, smudges, marks and/or spots shall have been removed from the designated areas without causing discoloration.
11. Miscellaneous:
  - a. Rugs and Carpets: After vacuuming, all rugs and carpets shall be clean and free of dust balls, dirt and other debris. Spot clean as necessary.
  - b. Additional Cleaning: In the event that any additional floor space is added to that amount specified, or if there is an emergency situation requiring extra work, the Contractor shall be paid additional compensation. This will be considered in addition to the base contract and an itemized quote will be requested.

## **B. Part II - Services Required - Specific Requirements**

### **1. Rest Room Cleaning**

- a. On each scheduled day.
  - All floors cleaned/swept/mopped with appropriate tools and/or cleaning solutions.
  - All restroom fixtures are to be cleaned and disinfected.



- All mirrors to be cleaned and dry-polished.
- All chrome and metal dispensers to be cleaned and dry-polished.
- All stall partitions and stall doors to be cleaned with disinfecting solution once weekly and spot cleaned on all other days
- All low ledges, sills and rails to be dusted.
- All trash receptacles are to be emptied and relined with plastic liners.
- Toilet tissue to be replaced when roll is empty.
- All Diaper Change Stations are to be opened to their full extension and cleaned with a disinfectant solution.

b. Weekly

- All tile walls to be thoroughly cleaned once every other week, using disinfecting solution and spot-cleaned on all other days.

**NOTE: Janitorial staff shall plunge to unstop toilet, if needed. If the stoppage remains, janitorial staff must notify an Authority representative for maintenance.**

## 2. General Office Cleaning

a. On every scheduled day.

- All waste baskets and trash receptacles are to be emptied and relined with plastic liners.
- All desks and furniture are to be dusted (No wet chemicals permitted around computer equipment).
- Partition glass and interior glass doors and railings to be cleaned.
- All floors to be cleaned/vacuumed/mopped with appropriate tools and/or cleaning solutions.
- All low ledges, baseboards, sills, and rails to be dusted.

## 3. Public Service Areas

a. On every scheduled day.

- All public tables and chairs to be cleaned and wiped down. Furniture and computer desks are to be dusted off. (No wet chemicals around the computers)
- All waste baskets and trash receptacles are to be emptied and relined with plastic liners.
- All hard surface floors shall be swept and wet mopped.
- All low ledges, baseboards, sills, and rails to be dusted.
- Partitioning glass and interior glass doors and railings to be spot-washed.
- All stairwells to be swept and/or vacuumed.

- b. Weekly
  - Spot clean walls and woodwork around door frames, light switches and door handles/push areas.
  - Dust window blinds.

**\*NOTE: Only dry dust cloths are to be used in these areas. Chemically treated cloths (waxes, oils, etc.) MUST not be used.**

#### 4. Corridors and Entrances

- a. On every scheduled day.
  - All floors cleaned/vacuumed/swept. Note: This service does not include any deep cleaning.
  - Vacuum mats in entrance areas.
  - Sweep and/or dust mop all tile and vinyl areas.

#### 5. Outside Areas

- a. On every scheduled day.
  - Pick up litter and any other loose debris around the building. Empty all outside trash receptacles and put in new liner.

### **C. Part III - Deficiencies**

1. The Contractor's supervisory representative will be required to meet with an Authority Representative upon request whenever the level of service is unsatisfactory.
2. The Authority may require that the Contractor's supervisory representative tour the job site with an Authority Representative to point out problem areas in the service being provided by the Contractor.
  - a. A written list of deficiencies in the Contractor's service will be provided by the Authority Representative.
  - b. The Contractor will be required to correct the deficiencies within twenty-four (24) hours.
  - c. Failure to correct the deficiencies within twenty-four (24) hours or repeated unsatisfactory levels of services may result in the cancellation of the contract upon fifteen (15) days written notice by the Authority.
3. Lost Keys – If a key is assigned to the contractor, keys not found and/or not returned within eight (8) hours will be considered lost. Contractor will pay all expenses for re-keying doors.

## VIII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### A. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the Authority, and in accordance with the generally accepted business practices and procedures of the Authority.

Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the Authority shall have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the Authority, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract. The Contractor and Contractor's Employees are subject to Criminal History Checks.

2. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the Authority. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give Authority the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the Authority only as to the intended results of the scope of this Contract. (b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the Authority ; that the Contractor has been retained by the Authority to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the Authority by the Contractor for services performed shall be on the Contractor's letterhead.
3. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the Authority determines that either the Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not

limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting. (b)The Authority may terminate the Contract upon five (5) days written notice by the Authority or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract. (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination. (d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the Authority prior to payment for services rendered.

4. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The Authority shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-Contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall prove all documents evidencing the assignment.
5. Conflict Of Interest. The Contractor covenants that neither the Executive Director, nor any Authority Board Member, nor any other Authority official or employee holds a direct or indirect interest in the Contract. The Contractor also covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the Authority as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.
6. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Authority will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. Employment Of Authority Workers. The Contractor will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Authority.
8. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the Authority will be referred to the Authority Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
9. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract. (b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation. (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Millington, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of Tennessee located in Millington, Tennessee.
10. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
11. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

12. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
13. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
14. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
15. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
16. Subject To Funding. This Contract is subject to annual appropriations of funds by the Authority. In the event sufficient funds for this Contract are not appropriated by the Authority for any of its fiscal periods during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
17. Travel Expenses. Travel expenses are not permitted and are not payable under this Contract.
18. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Authority Request for Proposal and incorporated herein by reference. (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms

and conditions contained either within the Request for Proposal or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

19. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to Authority by the Contractor, Contractor understands and acknowledges that the Authority is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to Authority by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
20. Organization Status and Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.  
(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
21. Warranty. Contractor warrants to the Authority that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
22. Rights in Data. The Authority shall become the owner, and the Contractor shall be required to grant to the Authority, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the Authority's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

**B. Indemnification and Insurance Requirements.**

1. Responsibilities For Claims and Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the Authority, and its elected/appointed officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42

USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-Contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the Authority or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The Authority has no obligation to provide legal counsel or defense to the Contractor or its sub-Contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the Authority has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) Contractor shall immediately notify the Authority, c/o Administrative Office Manager, 8182 Hornet Avenue, Millington, TN 38053, of any claim or suit made or filed against the Contractor or its sub-Contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the Authority in the defense or investigation thereof.

(f) *The Contractor shall immediately notify Millington Airport Authority, Administrative Office Manager, 8182 Hornet Avenue, Millington, TN 38053 of cancellation or changes in any of the insurance coverage provided. Evidence of replacement coverage must be provided to the Authority, with no lapse in coverage.*

2. Insurance Requirements. All insurance policies maintained by the Proposer/Contractor shall provide that insurance as applying to Authority shall be primary and non-contributing irrespective of such insurance or self-insurance as Authority may maintain in its own name and on its own behalf. Contractor will provide evidence of insurance coverage as required for and shall provide and maintain the following:

**Contractor shall maintain coverage with limits no less than:**

- *Commercial General Liability and Professional Liability Insurance – \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Millington Airport Authority, its elected/appointed officials, appointees, employees, and members of boards, agencies or commissions shall be named as additional insured. The insurance shall include coverage for the following:*



- a) Premises/Operations
  - b) Explosion, Collapse, & Underground, if applicable
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury and Advertising Liability
  - h) Sexual Abuse
  - i) Assault and Battery
- *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Pollution coverage is to be included. Coverage is to be provided on all:
    - a) Owned/Leased Autos
    - b) Non-owned Autos
    - c) Hired Autos
  - *Workers Compensation and Employers' Liability Insurance* with minimum limits of \$1,000,000 each accident. Coverage is to include sole proprietors, partners, and officers regardless of requirement by statute. Certificate of Insurance shall indicate that these individuals are covered. Contractor waives its right of subrogation against Authority of Bartlett for any and all workers' compensation claims.
  - *Business Services Fidelity Bond for Janitorial Services* – Minimum limit of \$10,000 per occurrence per claim covering contractor and its employees for any fraudulent or dishonest act or acts committed alone or in collusion with others during the performance of duties of the contract. Contractor shall be responsible to the Authority for any theft, fraudulent, dishonest, vandalism or malicious mischief act or acts committed by his employees either alone or in collusion with others during the performance of this service.

**C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the Authority, to enter Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the Authority or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **IX. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. Note: A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals (one original, clearly identified, and three (3) copies) must be delivered to the below address and received by no later than 2:00 pm (CT) on April 18, 2024.**

**Millington Airport Authority  
8182 Hornet Avenue  
Millington, TN 38053**

5. Proposer agrees to provide Authority with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the Authority to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. Proposal Presentation**

1. One (1) original copy (clearly identified as original) and three (3) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and **“JANITORIAL SERVICES – MILLINGTON AIRPORT AUTHORITY, RFP #FY2024-03-21” with due date and time indicated.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes

may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be corrected after being opened. The Authority will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Contractor's proposal.

### C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements
  - b. Detail of how the respondent is qualified to provide the services required
  - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
2. Cost and Fees (***Include the Pricing Sheet in your proposal response in a separate sealed envelope.***) Note: Pricing sheet will be distributed at the mandatory pre-bid meeting.
  - a. Provide exact cost amounts proposed in the appropriate spaces as required in the Scope of Work. Explain any assumptions or constraints in a price proposal to perform the services.
  - b. There shall be no additional charges or fees in the proposal except as designated on the pricing sheet.
3. References
  - a. Must include at least three (3) **other** clients for whom the Contractor has provided equal services.
  - b. References must list the business name, a contact person with email address and --phone number. (**Exhibit B**)
4. Additional Documentation
  - a. Exhibit A
  - b. Exhibit C
  - c. Written statement Proposer is equal employment opportunity employer and abides by Title VI guidelines.

## **X. PROPOSAL EVALUATION AND AWARD**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
  - c. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - Qualifications of personnel.
    - Ability to present a clear understanding of the nature and scope of the project.
    - Project methodology.
    - Previous experience with similar projects.
    - Cost to the Authority as outlined in the budget estimate.
    - Time frame for completion.
2. Selection will be based on determination of which proposal best meets the needs of the Authority and the requirements of this RFP and not solely on price.

### **B. Award of Contract**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the Authority, determined by the overall evaluation and approval by the Executive Director and/or the Millington Airport Authority Board.

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The Authority reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.

End of RFP Requirements

**EXHIBIT A**

**DRUG AND ALCOHOL TESTING ACKNOWLEDGMENT STATEMENT AND AFFIDAVIT**

Comes, \_\_\_\_\_ for and  
on (Printed name of Principal Officer of Company)

behalf of \_\_\_\_\_, (The  
"Company") and makes oath that:

(A) The Company understands that it must have a drug and alcohol testing policy at least as stringent as that of the Millington Airport Authority; and

(B) The Company has, in effect, a drug and alcohol testing policy at least as stringent as that of the Millington Airport Authority.

Attached hereto is a summary of the relevant portions of the Company's drug and alcohol testing program or a complete copy thereof.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title:

Sworn to and subscribed before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT B

### REFERENCES

References for three similar-sized and type of systems:

1. Company/Reference Name: \_\_\_\_\_

Project Name and Type of Equipment Installed:

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Company/Reference Name: \_\_\_\_\_

Project Name and Type of Equipment Installed:

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Company/Reference Name: \_\_\_\_\_

Project Name and Type of Equipment Installed

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Note: This Qualifications & References sheet must be returned with the Proposal.

**EXHIBIT C**

**PUBLIC ACTS 109**

*“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalties of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”*

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: <http://sos.tn.gov> (Public Acts).

Print Name \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires: \_\_\_\_\_, 20 \_\_\_\_.

**NOTE: Bids cannot be considered nor awards made to anyone without the above required statement.**