



Birmingham Jefferson Convention Complex

address 2100 Richard Arrington Jr. Blvd North
Birmingham, AL 35203

website www.bjcc.org

phone 205.458.8400

REQUEST FOR PROPOSALS CONTRACT SECURITY SERVICES



PROPOSALS DUE: June 4, 2018

Contact:

Robert Goodner

2100 Richard Arrington Jr. Blvd N
Birmingham, Alabama 35203

Phone: (205) 458-8693

Email: Robert.Goodner@bjcc.org

All questions related to this RFP should be submitted via e-mail to [Robert.Goodner @bjcc.org](mailto:Robert.Goodner@bjcc.org)

REQUEST FOR PROPOSAL

Contract Security Services

I.	Introduction and Overview.....	3
	Background	3
II.	Scope of Services	3
	Employee Screening Process.....	4
	Training	5
	Supervision	6
	Job Performance Expectations.....	7
	Client Contact	8
	Resources Required	8
	Minimum Pay to Employees.....	8
	Benefits/ Uniforms.....	9
III.	Mandatory Pre-Proposal Meeting	10
IV.	General Terms and Conditions	10
	Immigration Law Compliance	10
	Patient Protection and Affordable Care Act (ACA).....	10
	Disclosure Statement	10
	References	11
	Performance	11
	Contract	11
	Start Date	12
	Clarification of Responsibilities	12
	Disputes	12
	Termination	12
	Performance Terms and Conditions	12
	Proposer Personnel Requirements	13
V.	Bonds	15
VI.	Insurance	15
VII.	Emergencies	17
VIII.	Invoicing and Reporting	17
IX.	Limitations	18
X.	Submission Instructions	18
XI.	Selection Process	21
Exhibit 1	Proposer Information Form	23
Exhibit 2	Proposal Form	25
Exhibit 3	Disclosure Statement Form.....	26

NOTICE OF PROPOSERS

This Request for Proposal (RFP) has been posted to BJCC's website for your convenience. Addenda and attachments, if issued, will also be posted. It is the Proposer's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

Solicitation amendments are posted on Birmingham Jefferson Civic Center Authority (herein after called BJCC) website at www.bjcc.org (click on vendor information, then open bids), and attached to the individual solicitation listing as a PDF file.

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

I. INTRODUCTION AND OVERVIEW

The Birmingham Jefferson Convention Complex (BJCC), located at 2100 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203, invites proposals from qualified firms that specialize in providing crowd management services associated with entertainment venue operations. The Successful Proposer shall furnish uniformed security personnel to include, but not limited to, and to make reasonable effort to protect property against theft, illegal entry of persons and/or contraband, damage and destruction by spectators, and other intentional acts of violence at and near BJCC.

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

A. BACKGROUND

BJCC is a multi-use sports, convention and entertainment complex located in the heart of thriving, fun-filled Birmingham, Alabama. It consists of a 19,000-seat arena, a 3,000-seat concert hall, and 220,000 square feet of flexible space in the exhibition halls a 1,000-seat theater. The complex contains 90 meeting rooms totaling 107,000 square feet of flexible meeting space, including a 25,000 square foot ballroom that can seat up to 1,500 for banquets. The 10-story Forum Building is a conference facility unlike any other in the country that's equipped with state-of-the art communications technology, meeting space, a 275-seat auditorium, classrooms, conference space, and offices. The complex also has covered and valet parking, 770 adjoining modern guest rooms at the Sheraton Birmingham Hotel, and 300 adjoining modern guest rooms at The Westin Hotel. Additionally, BJCC opened a mixed-use retail Uptown Entertainment District in 2014 with plans for additional restaurants and retail locations. Located just 10 minutes from the Birmingham-Shuttlesworth International Airport, the complex is one of the most versatile, user-friendly and technologically advanced convention facilities in the Southeast.

Additional information about the complex can be found at www.bjcc.org.

II. SCOPE OF SERVICES TO BE PROVIDED

- A. The services of the Successful Proposer shall include, but are not be limited to the following: providing uniformed personnel to provide uniformed security services described below. The RFP establishes minimum requirements a Proposer must meet in order to be eligible for consideration as well as information to be included in the Proposer's response. Carefully examine the specifications, conditions and limitations.
- B. Qualifications of Proposer:
 - 1. Proposers must have five (5) years of experience and proven expertise in providing security staffing services for at least three (3) similar facilities to the BJCC, i.e. arena, concert hall, theatre, exhibition halls, and amphitheater with description and specific size of each facility.
 - 2. Must comply with the State of Alabama Minimum Standards for Contract Security Guards as described as House Bill (HB60) or Act 2009640.
 - 3. Must have a local office with 24 hour-7 day live dispatch service operated by Proposer that is able to provide a local response time of 30 minutes or less to provide replacement guards and/or managers to BJCC.

4. Must have a minimum of 50 full time employees that can be available at any given time to provide support to BJCC. This minimum includes those security officers that are already scheduled for work. This number of employee will allow for replacement staff in the event of employee call offs or vacation and additional coverage of areas as they are necessary.
5. **The Successful Proposer may not supplement labor with temporary labor from another company. All labor provided must be on the payroll of the Successful Proposer.**
6. **Each proposal shall contain the minimum information below: (Additional information is welcomed.)**
 - a. **Your State of Alabama Contract Security License Number shall be clearly identified on the outside of the envelope.**
 - b. **Must provide proof that the Proposer has resources for at least 60 days of operating expenses. A letter from a bank showing a revolving line of credit or cash on hand must be submitted with the proposal. Failure to include this item may result in your proposal being declared non-responsive.**
 - c. **A brief history of the company.**
 - d. **The names of the officers, directors or principal stockholders.**
 - e. **Number of security officers on the local payroll.**
 - f. **Average monthly security officer's payroll.**
 - g. **Total hourly cost proposed for this contract, including all overhead, supervision and applicable local, state and federal taxes.**
- C. Occasional or limited services may be required for surrounding areas to the facilities. The Successful Proposer will also provide supervisors who are responsible for the supervision of all personnel provided by Successful Proposer.
- D. Proposer's employees are not eligible for BJCC work if an employee has been convicted of, has charges currently pending, or has been granted diversion by any court, for any of the following: (1) any felony offense; (2) any crime involving force or moral turpitude; (3) any offense involving dishonesty or false statements; or (4) any crime involving a controlled substance.
- E. A location to work will be provided for an on-site manager. Phone lines and internet are available at prevailing rates. The current phone rate is \$46.50 per month, per line. The current internet rate is \$121.00 per month. The Successful Proposer will provide all additional equipment.
- F. **Employee Screening Process** – Each employee's qualifications (age, training, background check, etc.) must be verified with proper documentation. All documentation and necessary training are required before employee or agent is eligible to work at BJCC. Documentation must be provided when requested, on a case by case basis, within four (4) business days of request. The screening application must include:
 1. History of all past:
 - a. Bonding
 - b. Fingerprinting
 - c. Drug testing
 - d. Security Clearance
 - e. Credit

- f. Prior employment discharge
 - g. Criminal Record
 - h. Specialized schooling
 - i. Subversive Activities
2. Personal references – Minimum of three (3) people who are not related to subject.
 3. Five (5) year work history – All employments verified and unemployment periods verified with notarized statement.
 4. Medical history questionnaire.
 5. Educational history.
 6. Military history with honorable discharge verified by DD 214.
 7. Specialized skill inventory.
 8. Employment bond application (\$10,000 minimum).
 9. Employment agreement to drug test. Drug test shall be a 10-panel test minimum and Proposer must have a random drug screening policy in place.
 - a. Sample application form, along with additional supporting documents, shall be submitted verifying format to be used. Also, include percentage of current employees that are screened to this standard.
 - b. Criminal Background must be completed in all locations Applicant has lived, worked, and was a student within the last 7 years.

10. BACKGROUND INVESTIGATION

Must include:

- a. Employment history - 5 year minimum. All employers must be contacted verifying employment records and eligibility for rehire.
 - b. Character references - References must be individually contacted verifying character and suitability for a person for a position of trust.
 - c. Police record check - verify applicant has never been convicted of a felony, or a misdemeanor involving moral turpitude.
 - d. Criminal Background must be completed in all locations Applicant has lived, worked, and was a student within the last 7 years.
- * Proposal application shall include individual forms documenting each step of the background investigation and percentage of employees that receive this type of screening.

G. Training

1. Initial classroom training must include audio/visual training and testing on:
 - a. Fire protection and how to react in the event of fire;
 - b. Occupational hazards to maintain safety for employees;
 - c. Proper report writing;
 - d. Safe patrolling;
 - e. Sexual harassment;
 - f. Universal precautions for preventing infectious disease.

2. Initial post training * must include a minimum for eight (8) to sixteen (16) hours training on each new assignment with a BJCC approved trainer or supervisory personnel in attendance.
* Sample document verifying training and percentage of current employees who have received this training shall be submitted with proposal.
3. On-going training * must include:
 - a. No less than one (1) documented training session per month;
 - b. Must provide proof of on-going training for each officer.
 - c. Must have ongoing customer service training and sexual harassment training.
 *Sample training material, all training topics and percentage of current personnel receiving this training shall be submitted with proposal.
4. Training resources must include:
 - a. Quarterly training packet * containing vital, specific security guidelines provided to all personnel;
 - b. All security officers provided a comprehensive book on General Orders, regulations and Instructions *, plus a ready reference on life and property protection.
5. Training verification must include:
Documented results * of all training in the employee's personnel file.
6. Include percentage of current employees trained to this standard.
7. All officers must be CPR and First Aid Certified.
8. Training programs must be designed, administered and monitored for effectiveness by a full-time degreed specialist.
9. Initial training program shall be available for review at Client's discretion.
* Sample training information shall be provided with proposal.

H. Supervision

1. Operation Instructions and Special Orders:
A thorough written review of all operational and emergency procedures complied by a security professional custom designed for each individual post. These instructions shall be reviewed and updated continually. A copy of this information must be located in the main security control room for reference and review at any time.
 - a. Reporting procedures shall include:
 1. Daily reports * from each security officers containing all checkpoints concerning and safety;
 2. A incident report * shall be filled out and submitted to the Chief of Security in the event of uncommon occurrences; (must use BJCC approved forms)
 3. Weekly time record *;
 4. Operation outline *;
 5. A warning tag * system shall be utilized whereby security officers can alert staff, guests and vendors to hazardous or unsafe conditions in the facility.
 * Sample of above documents shall be included with proposal.
 - b. Supervisory personnel:
 1. All supervisory personnel shall be trained in procedures of recruiting, hiring, selection and training of security personnel.

2. Include percentage of accounts currently operating according to the previous specifications.
3. **Must have two on-site Supervisor/Shift Leads.** Must be a minimum of 40 hours per week with the frequent working of all shifts to be able to provide support and review of all post locations. This includes occasional weekends as well. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations. This report shall also include specific post inspection reports for each post location.

I. Job Performance

1. Each guard is expected to consistently demonstrate the ability to:
 - a. Maintain a Daily Activity Report
 - b. Communicate effectively and appropriately using a 2-way radio
 - c. Provide security in a manner consistent with the policies of the complex
 - d. Provide incident report information to dispatch in a timely manner
 - e. Assist tenants, guests, clients and promoters with identifying the correct information or owner of their issues
 - f. Canvas and patrol the complex to proactively identify potential safety and security hazards
 - g. Collaborate with dispatch to prevent criminal activity and assist victims of criminal activity
 - h. Collaborate with dispatch and first aid to assist victims
 - i. Ensure that exterior doors are locked before shift and end of shift
 - j. Conduct rounds to ensure security and property protection
 - k. Observe and report unusual conditions and safety hazards
 - l. Obtain and maintain a detailed recollection to the complex checkpoints and camera locations
 - m. Scan and log in deliveries/packages
 - n. Provide continuity in security services between the BJCC and law enforcement partners
 - o. Respond immediately to calls from dispatch, security partners, parking attendants, and other BJCC teammates and clients

J. INSPECTIONS - Contractor shall:

1. Conduct regular, unannounced inspections by an independent corporate division to ensure security personnel's compliance with all company regulations.
2. Have frequent, unannounced inspections day and night by management personnel, including monthly inspections by managers in charge, and periodic inspections by regional managers and corporate executives.
3. A monthly report must be provided to the Chief of Security that covered all aspects of the post security operations. This report shall also include specific post inspection reports for each post location.

Utilize inspections as time for further training, testing and review.

* Samples of all inspections forms and percentage of current accounts operating under this specification shall be included with proposal.

K. Client Contact - Successful Proposer shall:

1. Have bi-weekly meetings with BJCC contract administrator to review operation and make recommendations for improved services.
2. Work directly with and take direction from appropriate BJCC managers to ensure that all client needs and requests are met as they are requested in a timely manner. The employees and agents of the Successful Proposer must be under the direction of an approved group leader while on post.
3. Provide document for outlining staff requirements for each position with the approval of BJCC contract administrator in accordance with BJCC policies and guidelines.
4. BJCC has the right to audit security operations at any point. A right to audit specifies the company's responsibilities for maintaining reasonable accounting records and BJCC's access to those records for review.

L. Resources required - Successful Proposer shall provide:

1. A Cellular phone, so on-duty managers may communicate with BJCC management as necessary (minimum of 2). Successful Proposer will designate an on-site manager to correct any problems with performance or with equipment. The on-site manager will be radio equipped to communicate with other Successful Proposer employees and agents, and well as BJCC Event and Venue Managers, the Director of Operations, and the Public Safety and Risk Manager (or his/her designee).
2. Appropriate uniforms based upon BJCC specifications and approval, such as jackets, vest, and t-shirts, with both logos. Uniforms shall be provided at no cost to the employee, and no cost to BJCC. Uniforms must be approved by BJCC management in advance. If BJCC elects to have BJCC specific logo's on uniforms, BJCC shall reimburse the Successful Proposer for the cost of adding the logo. Certain security supplies will be deemed a part of the employee's uniform and are to include, but are not limited to:
 - a. Flashlight
 - b. Pen
 - c. Notepad
 - d. Two way radio communication
3. A picture identification card or name tag will be considered part of the employee's uniform and must be visible at all times while working for hours billable to BJCC.
3. Employee handbook relating to policies and practices, with BJCC review and approval. **Provide a sample with the response.**
4. Office equipment, office supplies, and email addresses are not provided by BJCC.
5. Contract security personnel will not carry weapons of any type regardless of the situation at any time during the term of the contract with the Proposer.

M. Minimum Pay to Employees

1. **Minimum pay:**
BJCC further requires that the minimum pay to guards meet the industry standard.
2. **Minimum Pay Increases** – It is required that the Successful Proposer agree to provide the following minimum pay increases based on length of service and performance at BJCC.
 - a. **Security Guard**
 1. 6 months of Excellent performance = 2.5% increase (level 1 Guard)
 2. 12 months of Excellent performance=2.5% increase (level 2 Guard)
 3. 24 months of Excellent performance=3.5% increase (level 3 Guard)

b. Site Supervisor

1. 6 months of Excellent performance = 2.5% (level 1 Site Supervisor)
2. 12 months of Excellent performance=2.5% increase (level 2 Site Supervisor)
3. 24 months of Excellent performance=3.5% increase (level 3 Site Supervisor)

N. EMPLOYEE BENEFITS – Benefits have a significant impact on a vendor's ability to recruit and retain quality employees.

Contractor shall offer and have available:

1. Major Medical – The Successful Proposer shall comply with Federal Law.
2. Dental – All full-time employees shall be provided an option to enroll in group dental coverage.
3. Life Insurance – All full-time employees shall be provided an option to enroll in group life insurance.

Additional Benefits provided:

- a. Uniforms –shall be provided at no cost to the employee.
- b. Vacations shall be provided to the employee at no cost to the client.
- c. Overtime Pay – Uniformed hourly Personnel who work on excess of 40 hours per week shall be paid time and one half for those hours (Client does not pay an overtime billing rate with exception of additional hours added by client).
- d. Holiday Pay – Uniformed security personnel who work New Year's Day, MLK Day, Fourth of July Memorial Day, Labor day, Thanksgiving Day and Christmas shall be paid time and one-half for those hours of service performed on these holidays regardless of their total weekly hours. (Client does not pay higher billing rate.)
- e. Wages must be equal to industry standards.

O. UNIFORM SELECTION

Security personnel shall be outfitted in attractive uniforms appropriate to the type of assignment that they are working. All Uniforms have to be approved by BJCC Management in advance.

P. POSITION INFORMATION

1. BJCC directly employs its own control room dispatchers and should not be included in pricing of the fixed post positions.
2. BJCC estimates 1,500 weekly hours for fixed post positions. This may be increased or reduced as necessary based on business levels at BJCC. Any increases and reductions would be communicated with the Site Supervisor in writing at least 14 days in advance.
3. Additional Security – At times additional temporary security will be required to provide coverage for increased business and emergency situations. This need could happen on short notice and coverage could range from 6 hours to 2 or 3 days. Notification of additional security needs shall be given to the site supervisor.
4. Permanent full-time supervisor/ coordinator shall be located on the premises to provide communication and direction to security staff 40 hours weekly. This person shall not be assigned a post position. It is the responsibility of the Proposer to provide security guards and not to have the Site Supervisor stand at any specific post regularly or as fill in more than 1 hour per occurrence or more than 8 hours in any week. In the event the Site Supervisor stands post for longer than specified, BJCC reserves the right to discount payment by the number of hours a supervisor stood post and lost supervising capabilities. This amount will be determined by the pay rate described herein.
5. Client does not pay an overtime billing rate or a separate holiday rate with exception of additional hours added by client.

III. MANDATORY PRE-PROPOSAL MEETING

- A. A MANDATORY pre-proposal conference will be conducted on Monday, May 14, 2018 11:00 a.m. Proposers shall meet at the Forum Building, Meeting Room “M”, located at 950 22nd Street North, Birmingham, Alabama.**
- B. Prior to submitting a proposal, this mandatory pre-proposal meeting is to discuss the RFP and give the proposer the opportunity to visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties, and restrictions, and thoroughly examine and to be familiar with the specifications included in the proposal.

IV. GENERAL TERMS AND CONDITIONS

A. Costs incurred to respond to solicitation:

- 1. All costs incurred by Proposer to respond to this solicitation will be wholly the responsibility of the Proposer. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of BJCC, regardless if the Proposer is selected.

B. Licenses:

- 1. The Successful Proposer must have necessary licenses as required by the Federal, State, County, and City governments.

C. Immigration law compliance:

- 1. Proposers must provide proof of enrollment in E-Verify as a condition for the award of the contract.**
- 2. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. Patient Protection and Affordable Care Act:

- 1. Proposers must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA).**
- 2. By signing this contract, the contracting parties affirm, for the duration of the agreement, they will be in full compliance of the Patient Protection and Affordable Care Act (ACA). Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

E. Disclosure statement:

- 1. If any owner, officer, partner, board of director member, employee, or holder of more than 5% of the fair market value of the Proposer's firm or any member of their households is an employee of BJCC, this information must be included in the solicitation response. Failure to disclose this information in the response may result in the elimination of your proposal from consideration.
- 2. **IMPORTANT:** It is required that the Disclosure Statement of Relationship between Proposer and Employees/Officials of BJCC, (Exhibit #3), furnished with this RFP, be completed and submitted with your response. Failure to comply with this request may eliminate your response from consideration.
- 3. If any owner, officer, partner, board of director member, employee, or holder of more than 5% of the fair market value of the Proposer's firm or any member of their households is an employee of BJCC; and the Proposer's firm is awarded a contract as a result of this RFP, then within ten (10) days after the contract is entered into, the Proposer agrees to file a copy of that contract with the State of Alabama Ethics Commission in accordance with Code of Alabama, Section 36-25-11 and upon request by BJCC furnish evidence of such filing.

4. By accepting payments resulting from this RFP, Proposer certifies that to its knowledge no BJCC employee or official, and no family members of a BJCC employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing, to BJCC on the Disclosure Statement of Relationship Between Proposer and Employees/Officials of BJCC, which is part of this RFP.

F. References:

Proposer must submit with the proposal, five (5) current business references for contact which the Proposer has successfully provided services, and of those, at least three (3) must be similar in size and scope to those required in this Request for Proposals. The references must include company name, address, contact name, phone number, email address, duties performed, number of security officers (including supervisors), the nature of the facility secured, the dollar value of the contract, the length of the contract, and the expiration date of the contract. Failure to comply with this request may eliminate your proposal from consideration.

G. Performance:

1. In the event the Successful Proposer defaults in performing this contract, it agrees to pay BJCC reasonable costs incurred in remedying such default, including reasonable attorney fees.
2. The Successful Proposer will be responsible for any damage to BJCC property when such damage is inflicted by their employee(s), or agents of the Successful Proposer, or any sub-contractor of the Successful Proposer.

H. Contract:

1. The contract will be non-exclusive. BJCC reserves the right to also contract with other parties, or to provide contract security services with BJCC employees, whatever is most advantageous to BJCC should it be deemed in its best interest to do so.
2. Contract Documents: The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Proposer, the specifications including all modifications thereof, and a letter to proceed, all of which shall be referred to collectively as the "Contract Documents". No oral instructions or interpretations will be considered binding on BJCC unless confirmed in an addenda, and made part of the contract.
3. Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except for financial considerations) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Proposer must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
4. Contract Term: The contract period is from mutually agreed upon dates. At the end of the 3 year contract term BJCC intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each, for a total of five (5) years.
5. Contract Data: The Proposer is required to provide BJCC with detailed data concerning the contract at the completion of each contract year or the request of BJCC at other times. BJCC reserves the right to audit the Proposer's records to verify the data. This data may include, but is not limited to: transactions processed, other services rendered, and payments made to BJCC.
6. Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.
7. Successful Proposer shall not assign or transfer the contract, any part thereof, or any rights of the Successful Proposer thereunder, except as otherwise consented to in writing by BJCC.

I. Start date:

1. Successful Proposer hereby agrees to begin this project as specified in the contract documents on or before a date to be specified in the "Notice to Proceed" by BJCC and to provide this service at the specified price for a period of 3 years beginning on a mutually agreed upon date. At the end of the 3 year contract term BJCC intends to renew this contract annually, at its sole option based on service and pricing, for (2) additional service periods of one (1) year each.

J. Clarification of responsibilities:

1. If the Proposer needs clarification of or deviation from the terms of the contract, it is the Proposer's responsibility to obtain written clarification or approval from the Public Safety and Risk Manager, (205) 458-8693 or email Robert.Goodner@bjcc.org.

K. Disputes:

1. Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

L. Termination:

1. This contract may be terminated by BJCC, with or without cause, upon thirty (30) day written notice to the Successful Proposer regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, BJCC shall have the right to immediately terminate the contract; Proposer shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Proposer shall be paid for services rendered to the date of termination; and BJCC shall have no further financial obligation to the Proposer. Such termination shall not relieve the Proposer of any liability to BJCC for damages sustained by virtue of a breach by the Proposer.

M. Performance terms and conditions

1. **Contract Administration:** The Public Safety and Risk Manager shall be BJCC's authorized representative in all matters pertaining to the administration of this contract.
2. Workers shall not depart the property or their assigned position until a competent, authorized representative of Successful Proposer is present and/or their supervisor dismisses the individual. ALL WORKERS MUST CHECK IN AND OUT THROUGH THE USE OF A PHOTO AND/OR ELECTRONIC SCAN SYSTEM or punch clock system provided by the company that has been approved for use by BJCC. The Successful Provider must provide a process to check in/out employees to be approved in advanced by BJCC which may include a manual sign in process at an employee entrance that is operated by BJCC. Employees must provide a government issued ID when checking in at employee entrances.
3. **Staffing Shortage Penalty:** In the event that the Successful Provider fails to supply BJCC with sufficient staff for any shift, BJCC reserves the right to fill any such shifts with qualified security personnel from outside firms. Any expenses incurred, as a result of these actions, will appear as a deduction from subsequent invoices in the amount of the expense. **In the event BJCC is unable to fill such shifts with qualified personnel, the Successful Proposer will be penalized at the applicable hourly rate for such staff as requested for the duration of the time staff was scheduled. Additionally, the Successful Proposer will be subject to a penalty of \$100 for each occurrence where a shift may be left unfilled for any period of time.** This will be done at the discretion of BJCC.

4. Employees: The Proposer shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to BJCC. If the contract administrator or designee, notifies the Proposer in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent of the contract administrator. All employees of the Proposer at the institution who handle cash shall be bonded, and a list of these employees shall be furnished to BJCC.

N. Proposer personnel requirements:

1. Security services will be furnished on the dates and times specified by the Public Safety and Risk Manager (or his designee). Any agreement pursuant to an award is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between BJCC and the Successful Proposer.
2. Successful Proposer will assign an on-site manager, if requested, to be BJCC's point of contact and to oversee the performance of this contract. This manager must have extensive experience in security management. The manager will be available twenty-four (24) hours a day via cell phone. This manager or site supervisor must be present at the beginning of each schedule shift to coordinate with BJCC Public Safety and Risk Manager or his/her designee, staff arrivals, briefing, and post assignments.
3. All security supervisors will be adequate in number and radio equipped. Assigned personnel must assist with patron and staff safety.
4. All assigned personnel must participate in emergency response, notification, and evacuation.
5. All assigned personnel will assist BJCC staff with controlling access to the facility.
6. In addition to standard business hours, personnel are required to work weekends, nights, and holidays. Successful Proposer agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Successful Proposer to provide any type of relief personnel. Successful Proposer shall provide back-up, at their cost, in times of staff shortage due to vacations, illness, inclement weather, etc., to ensure the consistent and efficient operation of all services specified under this RFP.
7. BJCC requires a minimum roster of fifty (50) security personnel.
8. Successful Proposer shall maintain a roster sheet of all employees and agents assigned. Roster sheets shall include the person's full name, date and times worked, and the number of hours worked. The list shall be provided to BJCC with invoice.
9. BJCC will supply contractor with general and specific post orders along with post assignments for each security area. Successful Proposer will be responsible for assigning individuals based upon the type of post that will match each individual's capability and demeanor. Successful Proposer shall provide qualified, trained, and uniformed personnel to manage all positions. Job responsibilities for each post shall be explained in detail to the security services personnel by their supervisor. Duties required may include, but are not limited to, some or all of the following:
 - a. Take prompt action against illegal entry of person(s) and/or contraband as specified within BJCC Complex.
 - b. Patrol and/or manage specifically identified areas for potential safety hazards and/or vandalism.
 - c. Assist in the management of crowd control and overall safety of the patrons and participants.
 - d. Take prompt action against unauthorized persons going on stage or other restricted areas.
 - e. Observe and report any and all criminal offenses, or violations of policies, procedures, rules and regulations.
 - f. In some cases, serve as customer service support and ushers in high traffic areas.
 - g. Assist with public information in regards to customer service, safety, and security policies or procedures.

10. Successful Proposer employees and agents shall be courteous, neat, clean and presentable while on duty. Hair should be clean, combed and neatly arranged. Nails should be a conservative length. Good hygiene habits must be maintained. Recognizing that employees and visitors to our complex may have sensitivity and/or allergic reactions to various fragrant products, fragrances should be light scented. Strong scented perfumes, colognes, body sprays or after shave should not be worn at BJCC. Jewelry should be tasteful. Nose rings, tongue rings or other visible piercings may not be worn (with the exception of ear lobes). Body art/tattoos should be covered while at BJCC. The use of cell phone is not permitted while working. All personnel should be attentive and ready to perform their job duty. Meals and snacks shall be taken in private. No smoking is permitted on post, in visible or public designated smoking areas, or public entrance areas to BJCC Complex.
11. Successful Proposer must screen all personnel assigned to BJCC for recent use of alcohol and/or illegal drug use.
12. Successful Proposer must have a third party vendor conduct random alcohol and/or illegal drug use screenings on at least twenty percent (20%) of personnel assigned to BJCC on an annual basis and submit report to the Public Safety and Risk Manager, on eleven (11) months after the initiation of the contract start, and every twelve (12) months thereafter.
13. All personnel should possess good customer service skills.
14. All personnel utilized must be fully literate in the English language (i.e. be able to read, write, speak, and be understood). Oral command of the English language must be sufficient to permit full communication, particularly in times of stress. Please identify any that are bilingual and in what language.
15. Successful Proposer must supply personnel that are physically, mentally, and emotionally qualified to perform the requirements as specified in this RFP.
16. Prior to the start of work, all personnel provided to BJCC must be familiar with the facility, sign-in/out procedures, the employee entrances, rules and regulations, who/where to report and the type of work to be performed.
17. All personnel must use a time clock or automated time clock to verify time in/out as well as a manual sign in process at an employee entrance that is operated by BJCC. Employees must provide a government issued ID when checking in at employee entrances. With direction from BJCC, all assigned personnel should enforce building policies and procedures.
18. Personnel must abide by all BJCC rules and regulations.
19. Successful Proposer shall be responsible for the acts of its employees and agents while performing services for BJCC. Accordingly, Successful Proposer agrees to take all necessary measures to prevent injury and loss to person or property. Successful Proposer shall be responsible for all damages to persons or property on and off BJCC site caused solely or partially by Successful Proposer or any of its agents or employees in the performance of this RFP.
20. All accidents and incidents shall be reported to BJCC Public Safety and Risk Manager immediately and a written report shall be faxed within 24 hours of each incident. The Successful Proposer will input any and all incidents arising into a web based incident tracking system as they occur. The system will be selected and paid for by BJCC.
21. Successful Proposer shall further be responsible for the conduct of its employees and workers and for preventing the use of profanity, being boisterous, using undue force, or being offensive or disrespectful to BJCC guests. BJCC will not tolerate such conduct and if necessary, Successful Proposer will be asked to remove this employee. Conduct that is not acceptable includes, but it not limited to the following: foul language; offensive or distasteful comments related to age, race, ethnic background or sex; evidence of alcohol influence or influence of drugs; refusal to provide services requested; refusal to make arrangements for additional services; and general rudeness.

22. Successful Proposer shall have experience dealing with ADA requirements, regulations, policies and procedures, as well as the assistance of handicapped patrons, in particular, wheelchair-bound patrons.

V. BONDS:

PERFORMANCE BOND: Successful Proposer will furnish a surety bond in the amount of \$250,000.00, at no cost to BJCC, to guarantee that all conditions and specifications of this Request for Proposal will be fulfilled. The bond will be furnished to the Purchasing Coordinator not later than 14 days after requested.

VI. INSURANCE:

Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers and employees (hereinafter referred to in this paragraph collectively as "BJCC"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon BJCC because of bodily injury, death or property damages, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of BJCC, or its employees.

A. The certificate must include the added additional Insured by Endorsement:

- 1. Birmingham-Jefferson Civic Center Authority and employees must be listed as additional insured.**
- 2. 30 day(s) written cancellation notice.**

B. The certificate must be received by BJCC Purchasing Department with the response. Failure to comply with this request may eliminate the response from consideration.

C. BJCC reserves the right to terminate any resulting contract, if the Proposer fails to keep the insurance policies in force for the below amounts or for the duration of the contract period.

D. A comprehensive insurance program for protection against known and recognizable risks shall be provided. The program must contain insurance whereby, the principle risks are transferred to an insurance company. It must also provide for a measure of self-insurance whereby certain risks are assumed directly by the Successful Proposer. The program shall be designed to provide the essential coverage needed to protect against fortuitous losses. Before beginning work, Proposer shall provide a current certificate of insurance with the following coverage:

1. Worker's Compensation Insurance per Alabama State Law.
 - a. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama.
 1. Coverage extension shall include:
 - i. Voluntary compensation with state of hire as the basis of benefits.
 - ii. Waiver of subrogation for BJCC.
 - b. Employer's Liability Insurance limits shall be at least:
 1. Bodily Injury by Accident - \$1,000,000 per accident.
 2. Bodily Injury by Disease - \$1,000,000 per employee.
2. Commercial Business Automobile Liability Insurance
 - a. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

3. Commercial General Liability Insurance

- a. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

i. General Aggregate	\$5,000,000/Project
ii. Products, Completed Operations Aggregate	\$2,000,000/Project
iii. Personal and Advertising Injury	\$1,000,000/Occurrence
iv. Each Occurrence	\$1,000,000

4. Comprehensive General Liability Insurance

- a. Coverage should be provided for legal liability resulting from bodily injury or property damage caused by an occurrence and due to the negligence of the Successful Proposer. General liability limits not less than \$1,000,000 per occurrence and \$5,000,000 general aggregated.

- b. Coverage extension must include:

1. All premises and operations;
2. Personal injury liability – to pay for legal obligations of the Successful Proposer resulting from the following business offenses;
 - i. False arrest, detention and imprisonment, or malicious prosecution;
 - ii. The publication or utterance of a libel or slander or of other defamation or disparaging material, or a publication or utterance in violation of an individual's right or privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Successful Proposer;
 - iii. Wrongful entry or eviction or other invasion of the right of private occupancy.
 - a. Property damage – included liability protection of property in Successful Proposer's care, custody, and control;
 - b. Assault and battery offenses;
 - c. Blanket contractual;
 - d. BJCC must be included as "Additional Insured" including hold harmless agreement for BJCC;
 - e. Errors and omissions liability – providing coverage for negligent acts, errors and omissions on the part of the Successful Proposer or the employees or agents of the Successful Proposer, solely in the professional conduct of the Successful Proposer's security personnel, investigative, and related operations;
 - f. Third party theft from clients;
 - g. Products and completed operations, if any.

5. Fidelity Bond Employee Dishonesty Form A – coverage provided by the bond must apply to all personnel of the Successful Proposer, including subsidiaries. The policy must provide coverage for losses sustained by the contractor or its clients resulting from fraudulent or dishonest act committed by employees of the Successful Proposer, acting alone or in collusion with others. Limit not less than \$100,000.

6. The contractor is charged with the responsibility of identifying risks and exposures, and the implementation of a risk management program to effectively deal with them. Major emphasis should be placed upon risk management measures. Every effort must be made to create a safety conscious atmosphere among all employees.
7. Copies of insurance policies and a certificate of insurance must be provided with the response. Also, include the percentage of current clients who have this insurance protection.

VII. EMERGENCIES

1. In the event of an emergency situation, the Successful Proposer will be expected to work within the NIMS framework while providing security assets to BJCC.
2. Successful Proposer shall be able to provide additional personnel on an emergency basis – within one (1) to two (2) hours – at the same hourly rate quoted in the RFP.

VIII. INVOICE AND REPORTING

1. BJCC is tax exempt. If a Tax Exemption Certification is required, one will be furnished to the Successful Proposer.
2. Payment terms are net 30 days.
3. The Successful Proposer shall furnish at its expense, all labor, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP.
4. Prices shall remain firm for the term of the contract, including renewals. In the event that, during the term of the agreement, the Successful Proposer is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, BJCC agrees to permit the Successful Proposer to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until BJCC's Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Proposers should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make BJCC aware of same.
5. BJCC will not pay overtime unless approved in advance by the Public Safety and Risk Manager or his/her designee.
6. Proposer agrees to electronically supply to BJCC daily copies of rosters as well as the final sign in sheets showing the name, position, hours worked (start time, ending time, and total hours), and employee signature.
7. Invoice reconciliation must occur within (3) three-months of invoice date. Proposer must provide BJCC accounts payable department with an itemized, monthly statement requesting resolution within this (3) three -months period. Invoices presented for payment beyond this (6) six-month period may not be honored. Proposer shall not impose payment penalties on any kind, including, but not limited to, late fees, service charges, interest, or placing BJCC on credit hold.
8. All invoices shall be divided based on building location as defined below:
 - a. BJCC East Complex
 - b. North Complex
 - c. BJCC Concert Hall
 - d. Legacy Arena
 - e. Medical Forum
 - f. Supervisor

9. All invoices shall be provided to BJCC in weekly increments noting post hours and total costs. Each invoice shall have back up invoices indicating guards, hours, guard level, and current rate being billed for each guard.
10. Invoices shall be submitted twice per month.

IX. LIMITATIONS

1. Receipt of the Request for Proposals does not commit BJCC to award a contract, to pay any costs incurred in the preparation of the proposal or to procure or contract for services or supplies. BJCC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals if it is in the best interest of BJCC to do so. BJCC reserves the right to waive minor irregularities. BJCC may cancel this RFP or reject any or all proposals in whole or in part. Should BJCC determine in its sole discretion that only one proposer is clearly more qualified than any other under consideration, the contract may be awarded to that proposer without further action.
2. Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Alabama.
3. Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of BJCC.

X. SUBMISSION INSTRUCTIONS

1. Timetable

Request for Proposals Released	May 2, 2018
Mandatory Pre-Proposal Meeting	05/14/18@ 11:00 a.m. Forum Building Meeting Room "M"
RFP Questions and Inquiries	05/23/18 @ 12:00 pm
Responses to Inquiries	05/29/18
RFP Response Due	June 4, 2018

2. Inquiries

Direct all questions related to this RFP via email to Robert.Goodner@bjcc.org with Contract Security Services in the subject line. The deadline for receiving questions and inquiries is May 23, 2018 at 12:00 pm. All questions and inquiries will be reviewed and responses will be sent to all parties that were sent a copy of the RFP. The RFP and addenda will also be posted at www.bjcc.org (click on vendor information, then click open bids).

A. Pre-Proposal Meeting

A mandatory pre-proposal meeting will be held on Monday, May 14, 2018 @ 11:00 a.m. in the Forum Building, Meeting Room "M", located at 950 22nd Street North, Birmingham, Alabama. This will be the only pre-proposal meeting scheduled for this solicitation.

B. Submissions

1. All proposals must be received no later than June 4, 2018. Faxed and emailed proposals will not be accepted.
2. Incomplete or ineligible submissions will not be reviewed.

3. BJCC assumes no responsibility for delays caused by a package or mail delivery service. In the event that BJCC is closed due to inclement weather on the day that the proposal is due, proposals will be accepted on the next day that BJCC is open. Additional time will not be granted to any single proposer, however additional time may be granted to all proposers when BJCC determines that circumstances require it.
4. **One (1) signed original proposal, three (3) exact copies, and one (1) electronic copy** shall be mailed or hand delivered on or before June 4, 2018, in a sealed envelope. The envelope must be clearly identified on the outside as follows:

BJCC

Attn: Sharon Proctor, Purchasing Coordinator

Contract Security Services RFP

2100 Richard Arrington Jr. Blvd. N, Dock #2

Birmingham, AL 35203

C. Compliance with RFP

Submissions must in in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification. BJCC reserves the right to reject any proposal and/or waive any formalities in the solicitation process. Furthermore, each proposer should carefully examine this RFP and all attachments and exhibits. Each proposer shall judge for itself all conditions and circumstances having relationship to the proposal. Each proposer will be responsible for taking such actions as they deem necessary or prudent prior to submitting a proposal. Failure on the part of any proposer to take such actions shall not constitute grounds for declaration of not understanding the conditions with respect to making its proposal. Each proposer is responsible for reading and understanding this RFP, including, but not limited to, these instructions for submitting a proposal. Proposer's failure or neglect to review any provided provisions of an agreement and the provision of this RFP will not relieve such proposer of any contractual obligations contained in the agreement or required under the RFP. Proposer shall have no claim for relief based upon a lack of knowledge of the content or legal effect of any such provision.

D. Response Format and Requirements

Please submit one (1) original, three (3) exact copies, and one (1) electronic copy of the complete proposal response including any attachments, on a WINDOWS PC compatible CD or flash drive (verify all files are on disc/flash drive prior to submitting proposal) of the following materials to the address set forth in Section IX, D (4). All text must be printed on single-sided pages and on the following:

Tab 1 – Cover Letter and Management Summary.

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

Tab 2 – Business Plan

Please include the following:

- Description of the proposal contract team, and the role to be played by each member of the proposed team.
- Proposed team organizational structure, inter-relationships, and interactions.

- Provide a start-up plan including timeline.
- Provide a detailed synopsis of all training provided to each team member assigned to BJCC.
- Detailed plan of approach to include the following:
 - Bus/Taxi Loading/Unloading
 - Transient Procedure
 - Loading dock
 - Loss Prevention
 - Missing Children
 - BJCC Posts
- Quality Assurance Program including detailed recruiting, screening, and training plan.
- Proposed daily time records (provide sample).
- Proposed service quality program (provide sample).
- Provide a (head to toe) photograph of the proposed uniform(s) for staff, supervisor, and dress uniform.
- Attach resumes of all manager and senior-level supervisors who will be involved in the management of the total package of services, as well as the delivery of specific services.

Tab 3 – Experience and Qualifications.

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

- Complete the Proposer information form (Exhibit 1).
- How long has your firm been in business doing work similar in the scope of services described in this RFP?
- Provide information regarding your firm's ability to perform the requirements of this RFP.
- How long have those assigned to the team been doing the type of work described in this RFP?
 - Identify their names, years of experience and any certifications applicable to the scope of services described in this RFP. Provide resumes of all personnel working assigned to the team. The project manager must have successfully completed NIMS courses (ICS-100) Introduction to Incident Command Systems, (IS-200) ICS for Single Resources and Initial Action Incidents, (IS-700) National Incident Management System (NIMS) an Introduction.
- Attach a copy of the most recent Financial Statement (audited financials are given more credibility and may be required).
- Provide a list of other facilities where you provide security and security man hours per month at each facility.
- Provide evidence of the type and intensity of training for security services officers.

- List three contracts you are currently operating that are of similar size and scope to the ones started in this RFP. List the following:
 - Company name,
 - Contact person for the company,
 - Phone number,
 - Email address, and
 - A brief description of the project.

Tab 4 – Fees for Services.

Complete the Proposer Form (Exhibit 2) to provide an hourly rate for BJCC positions.

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

Tab 5 – Diversity Plan.

BJCC is strongly committed to equal opportunity in solicitations. BJCC encourages Proposers to share this commitment. Each Proposer submitting a response agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate against any person otherwise qualified solely because of race, creed, sex, national origin, or disability.

Proposer will need to explain how they plan to commit in using minority, women, small business and service disabled veteran owned businesses in its business plan.

Tab 6 – Exceptions.

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

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

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

Tab 7 – Exhibits.

Proposer must complete and submit Exhibits 1, 2, and 3.

XI. SELECTION PROCESS

A. Evaluation of Proposals

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

2. BJCC will review each proposal in its entirety. All aspects of the proposal will be considered with special attention being given to criteria deemed to be in BJCC's best interest, including, but not limited to: financial costs to BJCC, experience of proposer and service capabilities.
3. All references will be checked.



Birmingham-Jefferson Civic Center Authority

address 2100 Richard Arrington Jr. Blvd North
Birmingham, AL 35203

website www.bjcc.org **phone** 205.458.8400

PROPOSER INFORMATION FORM

Company Name: _____ Federal Tax ID #: _____

d/b/a: _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax Number: _____

Contact Person: _____ Email Address: _____

Web Site: _____

Historically Underutilized Business (HUB) Vendor?: Yes/No (CIRCLE ONE)

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. PROPOSAL AWARD NOTICE ADDRESS:

2. PURCHASE ORDER ADDRESS:

3. REMITTANCE ADDRESS:

4. Name of Representative who is authorized to sign agreement on behalf of the proposer:

5. Representatives email address:

6. Number of years company has been in the business of providing contract security services:

7. What are your requirements for hiring employees? _____

8. List a detailed description of the training provided to contract security personnel prior to assigned them to service:

9. Include a detailed written security training plan describing the Proposer's communication system.

10. List any work rules which may have an effect on your rate of staffing. (i.e. hourly premiums, hourly reporting minimums, break schedules, etc.):

11. The undersigned certifies that this proposal is genuine and not collusive.

Signature of person completing this form

Name of person completing this form

Date



Birmingham-Jefferson Civic Center Authority

address 2100 Richard Arrington Jr. Blvd North
Birmingham, AL 35203

website www.bjcc.org **phone** 205.458.8400

Proposal Form

(Proposer must use this form; Fill in all spaces.)

The Proposer, in compliance with the RFP for **Contract Security Services**, as specified, for BJCC, Birmingham, Alabama, having examined the specifications and related documents, hereby proposes to furnish all equipment, labor, overhead, onsite management, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, tools, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this RFP in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices cover all expenses incurred in providing the equipment, accessories, materials and/or services under the contract documents, of which this RFP is a part, and F.O.B. delivery of same to BJCC, Birmingham, Alabama.

Proposal to furnish Contract Labor, per the detailed specifications:

<u>Position</u>	<u>Hourly Rate</u>
Site Manager	_____
Security Guard	_____
Security Supervisor	_____

This proposal cannot be considered valid unless signed and dated by an authorized agent of the Proposer.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

RETURN WITH YOUR PROPOSAL