



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
FIELD PAINTING



PROPOSALS DUE: 12:00 p.m. January 25, 2023

Contact:

Trevor Brumleve

2100 Richard Arrington Jr. Blvd N

Birmingham, Alabama 35203

Phone: (205) 458-8629

Email: trevor.brumleve@bjcc.org

All questions related to this RFP should be submitted via E-mail

I. INTRODUCTION

The Birmingham Jefferson Convention Complex (BJCC) invites proposals for field painting. The Successful Proposer will provide field marking at Protective Stadium. Successful Proposer will measure and paint lines, emblems, lettering, numbering, and logos on the field.

The terms of any resulting contract will be for three (3) years, commencing on or about February 1, 2023 and may be terminated by the BJCC at any time without penalty or cause. The BJCC, in its sole discretion, may choose to exercise two optional one-year extensions after expiration of the initial term. Renewal options will be exercised no later than 30 days prior to the expiration of the term that is in effect.

II. BACKGROUND

BJCC is a 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, a 220,000-sq ft of flexible space in the exhibition halls, a 1,000-seat theater. The complex contains 74 meeting rooms totaling 100,000-sq ft of meeting space, including a 16,000-sq ft ballroom that can seat up to 1,200 for banquets. The ten-story Forum 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. The uptown entertainment district is mixed use retail with several restaurants. Protective Stadium is currently under construction. Located just 10 minutes from the Birmingham International Airport, BJCC 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.

Protective Stadium is the BJCC's newest outdoor, multiuse stadium located in downtown Birmingham. With a capacity of 45,000-plus, 34 luxury suites, and open club level space, Protective Stadium is primed to showcase the city's amenities on the campus of BJCC.

III. SCOPE OF WORK AND EXPECTATIONS

The Successful Proposer, at a minimum, must achieve and maintain the performance outcomes listed below.

- A. The BJCC will enter into an agreement with the best evaluated and most qualified Proposer(s) to provide field painting at the Protective Stadium.
- B. The Successful Proposer shall employ and compensate his / her own employees. The Successful Proposer's employees shall be neat and clean in appearance and courteous towards the patrons, public and fellow employees.
- C. The Successful Proposer must, at his / her own expense, obtain and keep in force during the period of the agreement all permits and licenses required by all laws and regulations of the State of Alabama, County of Jefferson and the City of Birmingham.
- D. The Successful Proposer shall maintain all records / invoices etc. regarding operations at the BJCC. The BJCC may prescribe the form of records to be kept by the Successful Proposer in accordance with this provision. Successful Proposer shall on reasonable demand, make

available to the BJCC, all records, books of accounts and statements maintained with respect to operations at BJCC.

- E. The Successful Proposer shall also permit designated agents of the BJCC to make periodic inspections of the operations of the Successful Proposer as it relates to work in BJCC.
- F. The Successful Proposer shall supply all equipment, materials, and labor needed to fulfill the scope of services contained herein.
- G. The Successful Proposer will offer a turnkey solution, providing at least one (1) full-time personnel to manage, coordinate, and execute all field painting at Protective Stadium.
- H. Successful proposer will attend BJCC planning meetings to ensure upcoming event expectations are being properly fulfilled.
- I. Successful proposer will keep accurate records regarding paint usage and inventory as requested by the BJCC.
- J. Organizational:
 - 1. Agency will provide picture ID badges. Employees shall wear the ID badges at all times while performing service under this contract.
 - 2. The Successful Proposer shall submit an organization chart showing the structure of the management team from on-site supervisor up to the local division manager or person ultimately responsible for the performance of this contract.
- K. Coordination & inspection:
 - 1. The Successful Proposer's working supervisor must inspect all job sites continuously to ascertain that all personnel are performing in accordance with the specifications of the contract. The working supervisor shall also certify in writing that each area is maintained in accordance with the provisions of the contract. BJCC reserves the right to revise the checklist and make necessary changes as required.
 - 2. BJCC reserves the right to perform work in connection with the project with its own forces or other vendors relating to the project or on adjoining sites. In such cases, the Successful Proposer shall afford the other vendor(s) reasonable opportunity for storage of materials and equipment and for the installation of their work.
- L. Field marking:
 - 1. Measure and paint lines and logos on field using an airless sprayer designed for marking athletic fields and paint manufactured for artificial surfaces at the request of the BJCC. Aerosol paint is not acceptable.
 - 2. Paint markings required by NCAA rules that are not sewn in prior to the beginning of fall football camp and any logos determined by the BJCC.
 - 3. Successful Proposer must adhere to field schedules provided. All fields must be prepared appropriately and on time in accordance to the field schedules provided by the BJCC.
 - 4. Successful Proposer is responsible for purchasing all field marking equipment and field layout material.
 - 5. Certified marking paint shall be used for all lines, emblems, lettering, numbering, and logos on turf areas, and more than one color paint may be required as provided by BJCC.

6. The Successful Proposer to clean any machines and equipment at designated areas and return all areas to its normal condition.
7. The Successful Proposer to have personnel onsite during athletic events as required by BJCC to tend to any necessary modifications that may be required on Game Day.

IV. GENERAL INFORMATION

- A. A **signed** original proposal, 1 exact copy, and 1 USB flash drive of all Proposal documents shall be mailed or hand delivered prior to 12:00 p.m. on January 25, 2023, in a sealed envelope. The envelope must be **clearly** identified on the outside as follows:

BJCC

Attn: Sharon Proctor, Purchasing Manager

Field Painting RFP, 01/25/2023

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

Birmingham, AL 35203

- B. **Faxed or emailed proposals will not be accepted.** All proposals received after 12:00 p.m. on January 25, 2023 will be placed in the file unopened. Proposers are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances.
- C. Normal hand delivery hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.
- D. There will be no public opening of proposals.
- E. BJCC assumes no responsibility for delays caused by any package or mail delivery service. In the event that BJCC is closed due to inclement weather on the day that a 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.
- F. The proposal shall be signed by an authorized official of the proposer.
- G. Definition of Parties: Birmingham-Jefferson Civic Center Authority shall be referred to as "BJCC". Respondents to the RFP shall be referred to as "Proposer". The Proposer to whom the contract is awarded shall be referred to as the "Successful Proposer".
- H. Communication with BJCC: It is the responsibility of the proposer to inquire about any requirement of this RFP that is not understood. All questions, clarifications, and inquiries shall be submitted in writing no later than January 13, 2023 at 3:00 pm, to provide for distribution of information to interested parties via an addendum, by email to Trevor.Brumleve@bjcc.org AND Sharon.Proctor@bjcc.org.
- I. Responses to inquiries: if a response changes or clarifies the RFP in a substantial manner, it will be forwarded by addenda to all parties that have acknowledged receipt of a copy of the RFP. Addenda will also be posted on our web site www.bjcc.org. BJCC will not be bound by oral responses to inquiries or written responses other than addenda.
- J. Proposal Understanding: By submitting a response, the proposer agrees and assures that the specifications are adequate, and the proposer accepts the terms and conditions herein.
- K. Period of Acceptance: Proposer acknowledges that by submitting the Response, Proposer makes an offer that, if accept in whole or part by the BJCC, constitutes a valid and binding

contract as to any and all items accepted in writing by the BJCC. The period of acceptance of proposals is one hundred and eighty (180) calendar days from the date of opening, unless the Proposer notes a different period.

V. TENTATIVE SCHEDULE AND TIMELINE

- A. RFP release date 12/27/2022
- B. Deadline for questions 01/13/2023
- C. Proposals due date 01/25/2023
- D. Temporary contract 02/01/2023
- E. Notice to Proceed (anticipated) 02/17/2023

VI. SELECTION CRITERIA

- A. 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 return to BJCC, experience of proposer and service capabilities.
- B. All references will be checked.
- C. BJCC reserves the right to request the top two or more Proposers deemed by BJCC to be the best suited among those submitting proposals on the basis of the selection criteria, to present their concepts and proposals to selected members of BJCC staff with a thirty minute presentation time limit. Date, time, and location of the meeting will be determined at a later date.
- D. After presentations have been conducted, if requested, BJCC may select the proposer which, in its opinion, has made the proposal that is the most responsive and may award the contract to that proposer.

VII. LIMITATIONS

- A. 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 and/or clarify a 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.
- B. 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 Successful Proposer 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, and the county of Jefferson.
- C. Assignment: The Successful Proposer may not assign its rights or duties under an award without the prior written consent of the BJCC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

- D. The BJCC reserves the right to negotiate all elements that comprise the Successful Proposer response to ensure that the best possible consideration be afforded to all concerned.

VIII. SITE SURVEY

Prior to submitting a proposal, the proposer **may** 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. For arrangements to inspect the location(s) contact: Trevor Brumleve at (205) 458-8629 or email Trevor.Brumleve@bjcc.org.

IX. GENERAL TERMS AND CONDITIONS

- A. Contract Documents: Prior to the award of the contract, the BJCC and the Successful Proposer will execute a Service Agreement with terms and conditions as agreed to by both parties. 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”.
- B. Non-Endorsement: If a Proposal is accepted, the Successful Proposer shall not issue any news releases or other statements pertaining to the award or servicing of the agreement without prior authorization of the BJCC.
- C. Unauthorized Communications: After release of this solicitation, Proposer’s contact regarding the RFP with members of the RFP evaluation, interview or selection panels, employees of the BJCC or officials of BJCC other than Trevor Brumleve and Sharon Proctor, or as otherwise indicated is prohibited and may result in disqualification from this procurement process. No officer, employee, agent or representative of the Proposer shall have any contract or discussion, verbal or written, with any members of the BJCC, regarding any matters pertaining to this solicitation, except as herein provided. If a representative of any Proposer violates the foregoing prohibition by contacting any of the above listed parties with whom contact is not authorized, such contact may result in the Proposer being disqualified from the procurement process. Any oral communications are considered unofficial and non-binding with regard to the RFP.
- D. Contract Modification and 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.
- E. Contract Term: The initial contract shall be for three (3) years with the option to renegotiate with the Successful Proposer after the first successful full year of the agreement. The BJCC in its sole discretion, may choose to exercise two optional one-year extensions after the expiration of the initial contract.
- F. 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.
- G. Cancellation/Termination: Right to Assurance. Whenever the BJCC has reason to question the Successful Proposer’s intent to perform, the BJCC may demand that the Successful Proposer(s) give written assurance of Successful Proposer’s intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the BJCC may treat this failure as an anticipatory repudiation of the contract.

H. Clarification of Responsibilities: 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 Director of Stadium Operation, Trevor Brumleve, (205) 458-8432 or email Trevor.Brumleve@bjcc.org.

I. Successful Proposer's Insurance Requirements:

Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, (hereinafter referred to in this paragraph collectively as "BJCC"), from and against any and all claims, damages, losses, judgments, liens, penalties, interest, and expenses, including but not limited to court costs and attorneys' 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, Proposer's performance or failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the Proposer contained herein; 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, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the Proposer pursuant to this Agreement, the foregoing provisions, and all liabilities of the Proposer hereunder, shall survive the termination of this Agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of BJCC, or its employees. **The certificate must include the following information and endorsements:**

- **The Birmingham-Jefferson Civic Center Authority, its elected officers, and employees must be listed as additional insured.**
 - **Waiver of Subrogation**
 - **Thirty Day Written cancellation notice.**
 - **Coverage is primary and non-contributory**
- The certificate must be received by BJCC Purchasing Department within fifteen (15) days of request. Failure to comply with this request may eliminate the proposal from consideration.
 - 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.
 - Before beginning work, Proposer shall provide a current certificate of insurance with the following coverage:
 - Worker's Compensation Insurance per Alabama State Law, including waiver of subrogation
 - Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama.
 - Employer's Liability Insurance limits shall be at least:

- Bodily Injury by Accident - \$1,000,000 per accident.
 - Bodily Injury by Disease - \$1,000,000 per employee.
- Commercial Business Automobile Liability Insurance
 - 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 and name BJCC as additional insured and include waiver of subrogation.
- Commercial General Liability Insurance
 - 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 include primary and non-contributory coverage, waiver of subrogation and provide at minimum the following limits:
 - General Aggregate \$2,000,000/Project
 - Products, Completed Operations Aggregate \$2,000,000/Project
 - Personal and Advertising Injury \$1,000,000/Occurrence
 - Each Occurrence \$1,000,000
 - Crime/ Employee Dishonesty Insurance
 - Limit \$100,000
 - Includes Third Party/ Client Property Coverage
 - Name BJCC as additional Insured

X. PERFORMANCE TERMS AND CONDITIONS

- A. Contract Administration: BJCC’s Director of Stadium Operations shall be BJCC’s authorized representative in all matters pertaining to the administration of this contract.
- B. 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 Successful 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 Successful Proposer at the institution who handle cash shall be bonded, and a list of these employees shall be furnished to BJCC.
- C. Removal of Equipment: All equipment not removed from the property at the termination of the Contract may be removed and placed in storage by BJCC. All costs of removal and storage shall be the responsibility of the Successful Proposer.
- D. Utility Interruption: BJCC cannot guarantee an uninterrupted supply of utilities except that it will be diligent in restoring service within its control following an interruption. BJCC shall not be financially responsible for any loss which may result from an interruption.

XI. QUALIFICATION FACTORS

In order to qualify for the award of any contract, Proposer must meet or exceed, and will be evaluated on the following minimum qualifications. The qualifications as set forth herein are designed to establish an experience criterion demonstrating the Proposer's capability to provide field painting in a stadium that is comparable in size or larger than Protective Stadium. To provide information with regards to these minimum qualifications. Proposer shall submit the following evidence along with the Proposal:

- A. A minimum of 5 years experience in field painting in a similar sized stadium .
- B. Experience must include at least 3 current contracts for field painting.
- C. Proposal must include references of current or former clients.

XII. GENERAL PROVISIONS

The Proposer may not assign its rights or duties under an award without the prior written consent of the BJCC. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

XIII. ERRORS OR OMISSIONS

The Proposer will not be allowed to take advantage of any errors or omissions in this RFP. Where errors or omissions appear in this RFP, the Proposer shall promptly notify the BJCC in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in this RFP are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

XIV. TERMINATION, REMEDIES, AND CANCELLATION

Right to Assurance. Whenever the BJCC has reason to question the Successful Proposer's intent to perform, the BJCC may demand that the Successful Proposer(s) give written assurance of Successful Proposer's intent to perform. In the event a demand is made, and no assurance is given within ten (10) calendar days, the BJCC may treat this failure as an anticipatory repudiation of the contract.

XV. CONTRACT TERMS

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All changes in contract terms will be made in writing by the BJCC and signed by both parties.

XVI. CONTRACT CONSTRAINTS AND CONDITIONS

- A. All services shall be provided in accordance with applicable requirements and ordinances of the BJCC, laws of the State of Alabama, and applicable federal laws.

XVII. The Contract awarded from this RFP shall be executed for a 3 Year initial term with an option to renew for 2 additional 1-year terms at the BJCC's sole discretion.

XVIII. RESPONSE FORMAT

The items listed herein shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, numbered, and separated by tabs, *e.g.*, 1.0 Management Summary, 2.0 Business Plan, 3.0 Financial, etc. Proposers are encouraged to

provide any additional information describing operational abilities. Failure by a Proposer to include all listed items may result in the rejection of its Proposal. All documents submitted by Proposer to the BJCC in response to this RFP shall become property of the BJCC upon receipt, including, but not limited to, all reports, charts, schedules, or other appended documentation to any Proposal, content of basic proposal, agreements and any responses, inquiries, correspondence, and related material submitted by Proposer. Proposer shall submit the following items with its Proposal:

- 1. Business Concept:** Provide a cover letter indicating the business concept of your firm in providing field painting at Protective Stadium.
- 2. Business Profile:** Annual reports, financial statements, history and description of the company, other published reports about the company, current clients and type and level of services that is provided at other locations. Provide information that documents the Proposer's qualifications to produce the required outcomes, including, but not limited to, its ability, capacity, skill, and financial strength.
- 3. Company Background & Experience**
 - a. Provide evidence of a minimum of five years' experience in field painting at a similar sized stadium.
 - b. Experience must include at least 3 current field painting contracts
 - c. Proposal must include a minimum of 3 references of current or former clients.
- 4. Business Plan**
 - a. A resume of the experience, education, and performance record in the field painting business of the proposed full-time resident manager, supervisors, and any other full-time personnel proposed to be assigned to the Facilities.
 - b. Detailed plan of approach including, but not limited to, major tasks and sub-tasks, including paperwork/documentation, work orders, information forms, etc.
 - c. Provide start-up capabilities, qualifications of start-up team and brief overview of processes.
- 5. Financial Specifications**

Include the pricing schedule that your firm will use to charge for providing services as outlined in the Scope of Services and pricing form. This schedule should include a description of the manner in which compensation to the firm would be determined for services rendered.
- 6. Other Requirements and Provisions of the Successful Proposer**
 - a. Proposer shall further certify that he or she has the ability to begin full operation no later than February 1, 2023.
 - b. Literature, brochures, and other visual materials the Proposer deems useful in determining the operating experience and business reputation of the Proposer and its ability to begin operations is acceptable.
- 7. Proposed Equipment and Infrastructure**

Provide a detailed listing of all proposed equipment, if any.
- 8. Acceptance of Conditions**

Indicate any exceptions to the standard terms and conditions of the RFP and to insurance requirements and other requirements listed in the RFP.

- a. Responses shall be completed in accordance with the requirements of this RFP. Statements made by Proposer shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- b. Proposals shall be limited to a **maximum** of thirty (30) 8-1/2" x 11" pages (one side only and including cover letter) using a font size no smaller than 11 point and one-inch margins.
- c. Proposer shall acknowledge receipt of all addenda within the responses.

XIX. CHANGE IN COMPANY NAME OR OWNERSHIP

The Successful Proposer shall notify the BJCC, in writing, of a company name, ownership, or address change for the purpose of maintaining updated BJCC records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director’s resolution approving the action, or an executed merger or acquisition agreement.

XX. PRICING

- 1. Professional football layout with logos (each game) \$ _____
- 2. Professional football layout without logos (each game) \$ _____
- 3. Collegiate football layout with logos (each game) \$ _____
- 4. Collegiate football layout without logos (each game) \$ _____
- 5. Professional soccer layout with logos (each match) \$ _____
- 6. Professional soccer layout without logos (each match) \$ _____
- 7. Any additional charges: provide details on separate sheet \$ _____

XXI. AUTHORIZED SIGNATURE

COMPANY NAME: _____

BY: _____

(Signature)

(Print Name)

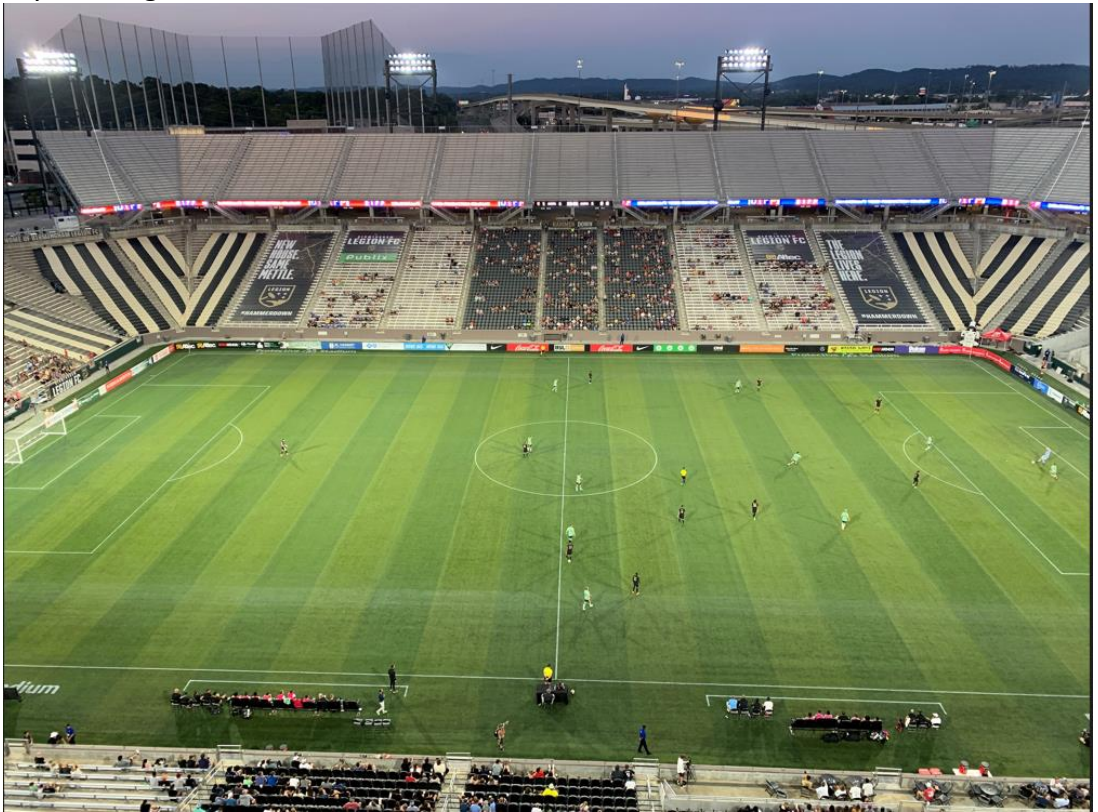
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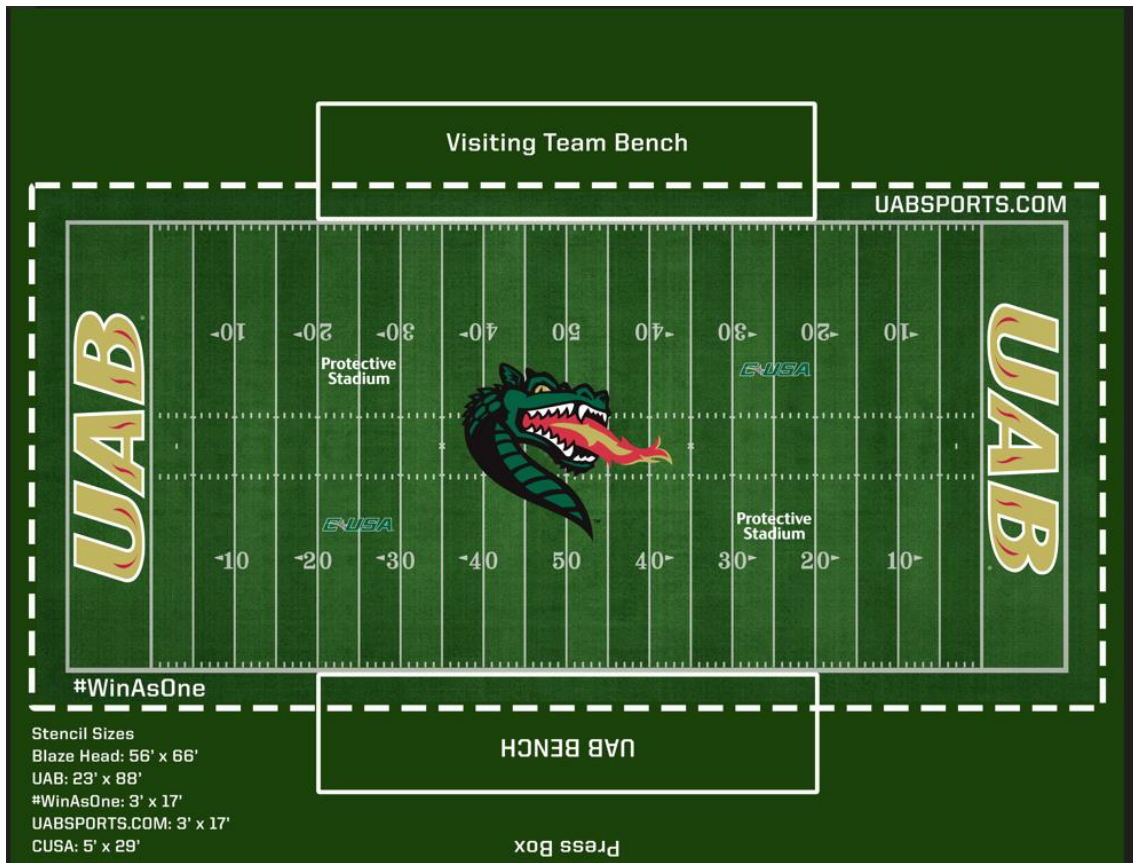
Layout: USFL final from Midland:



Layout: Legion field from midfield



Layout: FB field mock up 2



Layout: Birmingham Bowl

