



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 MANAGEMENT OF EVENT MERCHANDISE SALES



PROPOSALS DUE: 4:30 p.m. August 2, 2021

Contact:

Bobby Breedlove

2100 Richard Arrington Jr. Blvd N

Birmingham, Alabama 35203

Phone: (205) 458-8454

Email: Bobby.Breedlove@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 merchandise service management normally associated with entertainment venue operations. These are primarily merchandise sales of event related material and novelties sold in Legacy Arena, Protective Stadium, BJCC Concert Hall, and BJCC Theatre.

II. BACKGROUND

The Birmingham-Jefferson Convention Complex (BJCC) is Alabama's premier sports, convention and entertainment center. It is home to three exhibition halls offering 220,000 square feet for trade shows and exhibitions, 47 meeting rooms, the Forum Theater, a 1,000- seat Theater, as well as the state's largest Arena and Concert Hall.

In January 2020, the BJCC began construction on Protective Stadium – a 45,000 capacity multi-use venue which will play home to The University of Alabama at Birmingham (UAB) football. Construction is scheduled to be completed in Fall of 2021.

Additionally, in March 2020, an 18-month renovation project began to the Legacy Arena. The 17,000-plus seat arena was originally constructed in 1976 and is undergoing many improvements to update several key areas for enhanced guest experiences and operational efficiencies.

The BJCC campus also includes the Uptown Entertainment District, The Westin Birmingham Hotel and Alabama's largest hotel, and the 757-room Sheraton Birmingham.

The new 39-acre linear public park, City Walk, will be another addition to the BJCC campus adding an additional 375-plus parking spaces in 2022.

BJCC presently owns eight (8) off-street parking areas in Birmingham, Alabama and expects to modify its parking assets over the coming years. See the *BJCC Campus Facilities, Venues and Parking Maps*, attached as Exhibit D.

Visit www.bjcc.com.

III. GENERAL INFORMATION

- A. A **signed** original proposal and 2 exact copies shall be mailed or hand delivered prior to 4:30 p.m. on August 2, 2021, in a sealed envelope. The envelope must be **clearly** identified on the outside as follows:

BJCC

Attn: Sharon Proctor, Purchasing Manager

Contract Management of Event Merchandise Sales RFP, 08/02/21

2100 Richard Arrington Jr. Blvd. North

Birmingham, AL 35203

- B. **Faxed or emailed proposals will not be accepted.** All proposals received after 4:30 p.m. on August 2, 2021 will be returned 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 "Contractor".
- 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 five days prior to the due date, to provide for distribution of information to interested parties via an addendum, by email to Bobby.Breedlove@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 received 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 proposal, the proposer agrees and assures that the specifications are adequate, and the proposer accepts the terms and conditions herein. Any exceptions should be noted in your response.
- K. Proposal Validity: Unless specified otherwise, all proposals shall be valid for 90 days from due date of proposal.

IV. SCOPE OF SERVICES TO BE PROVIDED

- A. The Successful Proposer shall provide BJCC with merchandise service management normally associated with entertainment venue operations. These services are primarily merchandise sales of event related material and novelties in the Protective Stadium, Legacy Arena, Concert Hall and Theatre. Included in the operation of merchandise sales, the successful proposer will coordinate all count in and out of merchandise with event promoters and tours or their designee, sellers, settlement and collections of appropriate fees.
- B. The Successful Proposer may be required to operate portable merchandise carts and/or temporary points of sale, as may be required by BJCC. These operations typically are required on larger events that occur at the facility.
- C. The Successful Proposer will be required to operate a vendor operation for all events as necessary. The service includes individual vendors or "hawkers" roaming the facility lobbies, seating areas, entrances and concourse.

- D. The successful proposer shall provide professional displays and sales counters for all BJCC approved merchandise vending locations. The intent is to have a professional appearance of operation at all times.

V. 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, product display abilities, 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, 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.

VI. 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 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 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.
- C. 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.

VII. SITE SURVEY

- A. 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: Bobby Breedlove at (205) 458-8454 or email Bobby.Breedlove@bjcc.org.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Contract Documents:** A sample contract is attached as "Exhibit A". The contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a letter to proceed, all of which shall be referred to collectively as the "Contract Documents".
- B. **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 Contractor must be in writing. Any agreed upon modification or amendment must be in writing and signed by both parties.
- C. **Contract Term:** The initial contract term shall be for a period of three (3) years commencing upon installation of the equipment. With mutual written agreement of the parties this contract may be extended for two (2) additional one-year periods.
- D. **Contract Data:** The Contractor 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 Contractor'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.
- E. **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.
- F. **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to BJCC's satisfaction, or in any other way fails to provide service in accordance with the contract terms, BJCC shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) days, BJCC may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by BJCC either BJCC or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the contract during the notification period.
- G. **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the contract, it is the Contractor's responsibility to obtain written clarification or approval from the Director of Event Management, Bobby Breedlove (205) 458-8454 or email Bobby.Breedlove@bjcc.org.
- H. **Contractor's Liability Insurance:**

Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, and its agents, 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
 - Privacy/ Cyber Insurance
 - Limit \$1,000,000
 - Name BJCC as additional insured

IX. PERFORMANCE TERMS AND CONDITIONS

- A. Contract Administration: The Director of Operations shall be BJCC’s authorized representative in all matters pertaining to the administration of this contract.
- B. Employees: The Contractor 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 Contractor 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 Contractor at the institution who handle cash shall be bonded, and a list of these employees shall be furnished to BJCC.
- C. Payments: Event commissions and fees will be paid to BJCC on the 1st and 15th of each month.
- D. Utilities: BJCC will provide electrical and data service to the site.
- E. 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 Contractor.
- F. 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.

X. PROPOSAL FORMAT

Proposers shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by BJCC. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposers are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with section number to which they respond.

- A. 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 provide at other locations.
- B. Payments and/or Commission: The fee structure shall be a percentage of adjusted gross sales after fee in lieu of taxes, per category as listed and shall be deducted at settlement.
 - 1. Proposed percentage fee of contractor for complete services with sellers and complete reporting.
 - a. General Merchandise
 - b. CD-Audio
 - 2. Proposed percentage fee of contractor for count in and out operations only with complete reporting.
 - a. General Merchandise and CD-Audio
- C. References: A list of three references is required to be submitted with your quotation. These references should be agencies your firm has done business within the past year **on projects with a similar scope to this one.**
- D. Authorized Signature

COMPANY NAME: _____

BY: _____
(Signature)

(Print Name)

(Title)

(Date)

MERCHANDISING SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Birmingham Jefferson Civic Center Authority (BJCC) and _____.

Whereas, BJCC desires to engage the services of _____ to perform the Services with respect to the merchandise operation at BJCC, in accordance with the terms and subject to the conditions set forth in this Agreement.

Now Therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby promise and agree to and with each other as follows:

1. Service: a) _____ will become in-house merchandiser. _____ shall perform the inventory, display preparation and dispensing of all novelties and souvenirs. _____ will coordinate pre and event day merchandise operations.

b) BJCC will negotiate all merchandise contracts with the Promoter and inform Fame of the terms of the agreement.
2. Term: The term of this Agreement shall be for a period of three (3) years commencing on September 1, 2015, and ending on August 31, 2018. With mutual written agreement of both parties, this contract can be extended for two (2) additional one-year periods.
3. Consideration: _____ will receive _____ of the adjusted gross merchandise sales. Adjusted gross merchandise sales is defined as gross merchandise sales less sales taxes, credit card fees, and fees in lieu of taxes. Credit card fees will be _____ of credit card sales.
4. Duties and Responsibilities.
 - a) In addition to any other duties and responsibilities set forth elsewhere in this Agreement, contractor agrees to undertake its best efforts to perform the Services with respect to the Merchandise.
 - b) Contractor will maintain merchandise locations and present the merchandise in the best possible manner so as to maximize sales.
 - c) Contractor will be responsible, at its sole cost and expense, for all costs incidental to the performance of its duties, including, without limitation, personnel costs, including sales staff, warehouse

personnel, display/visual staff and management staff, insurance, all Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security and Federal Income Tax laws. The contractor will additionally be solely responsible for all signage, banners, and credit card equipment.

- d) BJCC agrees to assist Contractor with reasonable requests for information required for the contractor's performance of its services.
- e) Insurance: At all times during the terms of this Agreement the contractor shall maintain in full force and effect commercial general liability insurance and workers' compensation insurance and hold BJCC harmless. The general liability limits must be at least \$1 million.
- f) Operational: The contractor will set-up and take-down all stands and equipment, unload, receive and load merchandise, maintain inventory and cash control and set-up office systems including security. On events where the projected merchandise sales will be greater than \$10,000, the contractor will make arrangements to contract an armed cash security officer to escort cash to the bank.
- g) Final Reporting: Inventory received will be verified and noted with any discrepancies. A complete reconciliation of all stand locations and sales will be recorded and Final Settlement will be forwarded to BJCC at the end of each event. Event proceeds will be paid to BJCC on the 1st and 15th of each month. The contractor will be responsible for any and all shortages occurring from the sale of merchandise. The contractor will maintain its records and books in accordance with generally accepted accounting principles. BJCC shall have the right to inspect such records when requested.
- h) In the performance of its duties under this Agreement, The contractor will comply with all rules and regulations set forth by Venue.
- i) The contractor shall procure and maintain all local and state licenses and/or permits required for its operations at Venue.

This Agreement contains the entire agreement between the parties.

Birmingham Jefferson Civic Center
By: _____

Contractor
By: _____