



AMENDED as of September 05, 2018

August 27, 2018

To Potential Bid Responders:

REV Birmingham, on behalf of the City Center District Management Corporation (CCDMC) dba CAP is seeking proposals from licensed private patrol companies with proven experience and performance in public security and Business Improvement District (BID) clean and safe services for the BID located in downtown Birmingham, Alabama.

This Request for Proposal (RFP) consists of the following sections: A) Introduction; B) Instructions to Proposers; C) General Terms and Conditions, D) Scope of Services and Responsibilities, and E) Proposal Documents. Proposers are responsible for carefully examining the requirements contained herein.

Proposals will be submitted by mail or by hand-delivery to the office of REV Birmingham, Inc., located at 5529 1st Avenue North Birmingham, Alabama 35212 by **4:00 p.m. on September 14, 2018.**

The requirements, specifications and proposal documents are contained herein. Envelopes containing one (1) executed original and two (2) signed copies of the proposal must be sealed and addressed to:

City Center District Management Corp.
c/o: David Fleming, REV Birmingham
5529 1st Ave South
Birmingham, AL 35212

Proposals must be marked "**RFP – Clean and Safe Services for Downtown Birmingham Business Improvement District.**" The envelopes must show the proposer's name and address. Proposals will not be opened publicly.

REV Birmingham (REV) acts as the administrator of the local Business Improvement District (BID), by contract with City Center District Management Corporation dba CAP (CAP). If you have any questions regarding the RFP, please direct them in written form to David Fleming, CEO of REV Birmingham via email (dfleming@revbirmingham.org) or at the address above. Please note that emailed submissions to this Request for Proposals will not be accepted.

City Center District Management Corporation takes great pride in serving the BID shareholders in downtown Birmingham with clean and safe services. We appreciate your interest.

Sincerely,

David Fleming
CEO, REV Birmingham, Inc.
Authorized Representative, City Center District Management Corp.

REQUEST FOR PROPOSALS
for CLEAN AND SAFE SERVICES
in the Business Improvement District in Downtown Birmingham, Alabama

INTRODUCTION

Downtown Birmingham, a vibrant and growing community of approximately 11,000 residents and 80,000 employees, is located at the heart of the Birmingham – Hoover MSA. This City Center neighborhood has served as an employment center since the city's founding in 1871. Since 2010, the downtown core has seen more than \$1.5 billion in investment, yielding new employers and new residents, along with new dining and entertainment options. For the first time in decades, downtown Birmingham has a thriving day- and night-time population engaged in a myriad of activities.

Established by ordinance of the City of Birmingham in 1995, City Center District Management Corp. (CCDMC) is a non-profit organization with authority to levy an assessment on property owners in Birmingham's only Business Improvement District (BID), a defined commercial district. The BID consists of 90 city blocks. Assessment revenue paid to the BID must be used for supplemental services within the 90-block district. Extending from the north to the south side of the downtown core, the BID stretches from 5th Avenue South to 11th Avenue North. East to west, it varies – to the west, it runs along 18th Street on the south side and 16th Street on the north side; to the east, it runs along Richard Arrington Jr. Boulevard on the north and south side of downtown. (A map with current boundaries is included in this document). Property owners in the BID include the municipal offices of the City of Birmingham and Jefferson County; major employers such as Alabama Power, Regions Financial and several other corporations; many small business owners, new and long-standing; and a growing number of residents.

As described further below, CAP officers will supplement and support the activities of the Birmingham Police Department and the City of Birmingham's Public Works Department. Security officers assigned to the CAP District will be unarmed. Security officer appearance, communication skills, and public relations abilities are key characteristics for Contractors seeking to successfully bid on this contract. The Contractor, under the guidance of CCDMC's Administrative Contractor, REV Birmingham, will manage day-to-day CAP operations. REV Birmingham works at the behest of the CCDMC Board of Directors.

SERVICES NEEDED

Through CCDMC, the CAP program was established in 1995 to provide various clean and safe services to the area. One of the specific activities is the deployment of dedicated personnel to offer general security services in the district. To that end, the CCDMC Board has authorized contracting of these services from an established and reputable organization.

The selected Contractor must demonstrate its employees have attended training and received appropriate certification of competence for licensed security officers. All security officers are unarmed and use their knowledge of the community, strong skills of observation and their attitude of hospitality to help property owners, business owners, residents, visitors, employees and people who are homeless in the district. The Contractor's security officers must demonstrate high levels of skill in dealing with the public. CAP officers are expected to identify, assess and report problems and public nuisances early and diplomatically. We expect CAP officers to be pleasant, helpful and observant, while being skilled enough to facilitate compliance with city policies regarding crime and persons causing disturbances. Security officers will work with the Birmingham Police Department as needed to enforce city and state laws. Further detail is included under the Scope of Services page.

CCDMC expects the Contractor to demonstrate a commitment to the success of CCDMC's Clean and Safe program by hiring officers with integrity and a desire to serve their community. Successful proposals will provide highly-competitive hourly wages and benefits for CAP officers. An ability for contractor to demonstrate the long tenure and commitment of their team in providing similar services is an important factor in evaluating proposals submitted, as CCDMC believes program success will be influenced by the long-term satisfaction and retention of CAP officers serving on behalf of the contractor.

RFP SCHEDULE (subject to modification):

SEE AMENDMENT #1 for revisions.

August 29, 2018:	Release RFP to solicit service providers
September 14, 2018:	Responses due
October 12, 2018:	Contractor selected
October 19, 2018:	Contractor provides draft contract to CCDMC for review
November 12, 2018:	Final Contract signed
January 1, 2019:	Contract begins

CRITERIA FOR PROPOSAL SELECTION

The proposals submitted will be evaluated based on the following criteria:

- General quality and responsiveness of proposal
- Qualifications and experience of Contractor and its management team
- Qualifications of key personnel providing Clean and Safe services
- Documented performance on previous contracts/clients
- Cost of services

At minimum, the proposals should include the following information:

- A brief overview of the company, key personnel, office location, contact person for this RFP and contact information;
- A description of the firm's experience in providing security and cleaning services to Business Improvements Districts or similar geographies, including the ability to meet schedules and performance standards;
- Name, address, and contact information of at least two references for clients' work with similar contracts, along with a brief description of those clients' work settings and staffing levels;
- Proposed staffing levels for the Birmingham BID on a daily/weekly basis;
- Hourly rates to be charged, cost of additional hours, and situations where work hours would be adjusted;
- Estimated monthly billing, based on staffing and hourly rates;
- Proposed billing and payment terms;
- A plan for team recruitment and training in preparation for contract services to begin on Jan. 1, 2019; and
- A sample contract from the Contractor.

INSTRUCTIONS TO PROPOSERS

RECEIPT AND OPENING OF PROPOSALS

The City Center District Management Corp. invites qualified contractors to submit proposals to provide Clean and Safe Services for the downtown Birmingham Business Improvement District (map attached). Submission requirements, specifications and proposal documents are contained herein. Proposals will be received by mail (to the P.O. Box below) or by hand-delivery in the office of REV Birmingham, Inc., located at 5529 1st Avenue North Birmingham, Alabama 35212 by **4:00 p.m. on September 14, 2018**.

Envelopes containing one (1) executed original and two (2) signed copies of the proposal must be sealed and addressed to:

City Center District Management Corp.
c/o: David Fleming, REV Birmingham
PO Box 320637
Birmingham, AL 35232

Proposals must be marked "**RFP – Clean and Safe Services for Downtown Birmingham’s Business Improvement District.**" The envelopes must show the proposer’s name and address. Proposals will not be opened publicly. All proposals become the property of the CCDMC Board.

Emailed submissions to this Request for Proposals will not be accepted. Any proposal received after the established closing date and time will not be accepted. Proposals may be withdrawn upon written request at any time prior to the established closing date and time. The proposer or the proposer’s authorized agent must sign such request. Proposals shall be valid for 45 days from the proposal due date. REV and the CCDMC Board reserve the right to request an extension of time if needed.

No applicant will be compensated for a submission of a proposal, or for any times or services provided as a part of the proposal, evaluation, or negotiation process.

Your proposal must be signed and dated in ink by the owner, partner, or corporate officer of the company, or by an agent duly authorized to represent the contractor under this proposal. Include the name and position held within contractor’s organization.

EXAMINATION OF REQUIREMENTS

Each proposer must carefully examine the requirements contained herein. Each proposer shall be thoroughly familiar with all requirements contained herein. The failure or omission to examine any form or document shall in no way relieve a proposer from any obligation in respect to this proposal as submitted. Any misinterpretation of the requirements is solely that of the proposer’s.

Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the CCDMC upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the documents.

ADDENDA AND INTERPRETATION

REV Birmingham (REV) acts as the administrator of the Business Improvement District (BID), under contract to the City Center District Management Corporation dba CAP (CCDMC). If you have any questions regarding the RFP, please direct them in written form to CCDMC’s Authorized Representative, David Fleming, CEO, REV Birmingham via email (dfleming@revbirmingham.org) or at the address above.

No interpretation of the meaning of the specifications or other proposal documents will be made to any proposer orally. Proposers are not to contact any individual other than the Authorized Representative. Every request for such interpretation must be in writing and addressed to the Authorized Representative, and to be given consideration, must be received at least seven (7) days prior to the date fixed for the closing of proposals. Requests for interpretation may be emailed to the Authorized Representative at dfleming@revbirmingham.org.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be faxed or mailed/emailed to all known prospective proposers (at the respective addresses or email furnished for such purposes) no later than five (5) calendar days prior to the date fixed for the closing of proposals. Addenda required later than five (5) calendar days prior to the proposal closing date may cause a postponement in the proposal closing date. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the specifications and contract documents.

AWARD OF CONTRACT

The award of the contract will be made to a responsive and responsible proposer whose proposal best meets the needs of the CCDMC. The successful proposer will enter into a contract with the CCDMC incorporating all prescribed requirements and conditions of this request for proposal. If the successful proposer refuses or fails to execute the contract, the CCDMC may consider the next most qualified proposer. The CCDMC shall be the sole judge as to the successful proposer.

The City Center District Management Corp. reserves the right to reject any or all responses to this Request for Proposal ("RFP") and to waive any informality or irregularity in this RFP or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFP and to re-advertise for new proposals, in the best interest of the CCDMC. CCDMC reserves the right to request more information for clarification or due to omission of information. Proposers may be asked to make an oral presentation as part of the evaluation process to provide an opportunity for the firm(s) to clarify or elaborate on the proposal, but in no way change the original submission. A request for an oral presentation shall not constitute an acceptance of any proposal.. This RFP does not commit the CCDMC to award a contract, or to procure or contract for services or goods. Before award, proposers may be required to furnish evidence of capability, equipment, and financial resources to adequately perform the job. The proposals of proposers found not to be qualified may be rejected.

EXECUTION OF CONTRACT

The City Center District Management Corporation will notify the successful proposer of award on October 12, 2018. A draft contract shall be presented for review to CCDMC by October 19, 2018. A final contract shall be negotiated and signed by the successful proposer and CCDMC by November 01, 2018. The contract signed by the successful proposer must be returned with a copy of the Contractor's certificate of.

PUBLIC RECORDS

All Proposals submitted in response to this RFP become the property of the CCDMC and may be disclosed in whole or in part at the discretion of CCDMC or as required by law. However, the Proposals shall not be disclosed until negotiations are complete and a contract is signed. If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal.

SCOPE OF SERVICES

CCDMC welcomes proposals that offer both security and cleaning services as part of a comprehensive Clean and Safe program for the BID in downtown Birmingham, Alabama.

CAP officers will be trained, equipped, and uniformed by the contractor, to current industry practice and standards. The contracting agency will also be responsible for licensing and supervision. The contractor will be responsible for maintaining the employment, training, and supervision of employees assigned to BID activities in conformance with all state law and local ordinance.

Performance Expectations:

The CCDMC Board, through the administrative services of REV, expects that employees and supervisors of the contractor will act as outgoing and friendly ambassadors for the district as they perform their duties, and that they will be responsive to local businesses and owners in addressing specific issues as they arise.

From time to time, special community events will occur in the district. The CCDMC Board (through REV) will work with the contractor to adjust work hours and schedules to the degree possible within the agreed-upon contractual parameters to meet these special needs, with mutually agreeable terms.

The contractor will report on performance metrics on a monthly basis, to be developed in consultation with the CCDMC Board and REV Birmingham.

The CCDMC Board, and REV as Program Administrator, will reserve the right to adjust service parameters within the confines of public funding and district needs, in consultation with the contractor.

The duties of the CAP Officers include, but are not limited to, the following:

- Be as visible as possible to help deter crime;
- Patrol the sidewalks, streets, and alleyways throughout the district on foot, bike or motorized device and motor vehicle;
- Be continually alert and report or respond to all suspicious activities;
- Promptly respond to calls for service, and take appropriate action;
- Identify and remove graffiti from buildings and public spaces in the district;
- Provide litter removal and other cleaning services in targeted public areas;
- Establish and maintain a cooperative relationship with the Birmingham Police Department;
- Discourage panhandling and vagrancy in public spaces;
- Work with social service providers to compassionately connect the homeless population with proper services;
- Establish and maintain cooperative relationships with business and property owners, and their employees, in the district;
- Provide assistance to downtown visitors with directions, guidance, etc.;
- Provide assistance to stranded motorists;
- Report damage to or malfunction of traffic signals, light posts, signs, and other public and private property; and
- Provide other related duties as identified and agreed to between CCDMC and contractor.

**CCDMC REQUEST FOR PROPOSALS
for CLEAN AND SAFE SERVICES
in the Business Improvement District in downtown Birmingham, Alabama**

GENERAL TERMS AND CONDITIONS

The following "General Terms and Conditions" shall be applicable to any contract or agreement entered into as a result of this proposal. The terms "proposer," "contractor," and "firm" may be used interchangeably in this solicitation and shall refer exclusively to the person, company or corporation with whom the CCDMC enters into a contract as a result of this solicitation.

1. All work performed shall be completed in a competent manner according to standard practices of the industry. All persons engaged in the work, including subcontractors, will be considered as employees of the contractor. The contractor will be held responsible for their work. The CCDMC will deal directly with and make all payments to the prime contractor.
2. The CCDMC may make such investigations as necessary to determine the ability of the contractor to perform the services as required. The CCDMC reserves the right to reject any proposal if the evidence submitted by, or investigation of, such contractor fails to satisfy the City that the contractor is qualified to carry out the obligations of the contract.
3. We envision the term of this contract to be January 1, 2019 (award) to December 31, 2021, a term of 24 months, with the potential for three one-year optional renewals following, based on performance and negotiation of terms and conditions. The final negotiated contract will include a termination clause of 60 days, by either party with written notice.
4. The contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes and shall obtain and maintain throughout the term of the contract, all required permits, certificates and licenses, including a **City of Birmingham business license**.
5. The contractor shall be an independent contractor in performing services for the CCDMC as part of any contract entered into as a result of this proposal. Contractor and contractor's agents, employees, subcontractors and other persons acting on the contractor's behalf are not employees of the CCDMC.
6. Except as the CCDMC may specify in writing, contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of CCDMC in any capacity as agents or otherwise to bind CCDMC to any obligation whatsoever;
7. As a qualification of submission to this RFP, the contractor certifies that they are in observance of the provisions of state and Federal laws against discrimination, and upon contract award, will certify that they shall not discriminate against any person in the performance of work under this agreement because of race, religion, color, sex, disability, age, national origin, or ancestry. All solicitations or advertisements for employees placed by, or on behalf of the contractor, shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry. The contractor shall maintain sufficient records to document that, under all aspects of any Agreement, it has acted in a manner which is in full compliance with anti-discrimination laws.
8. The contractor agrees to indemnify, hold harmless and defend the CCDMC, its Board, and each member thereof, and every officer, employee, representative or agent of the CCDMC, from any liability, claims, demand, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to the agreement performed by the contractor or contractor's agents, employees, subcontractor, or other persons acting on contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which contractor or contractor's agents, employees, subcontractors, or other persons acting on contractor's behalf would be held strictly liable.
9. The contractor shall obtain and maintain throughout the term of the contract, insurance coverages that list the CCDMC, its directors, officers, employees and agents, and the City of Birmingham, as additional

insureds. Insurance coverage shall be provided by reputable companies licensed to do business in the State of Alabama. Minimum insurance shall include Workers' Compensation and Employers' Liability; Commercial Liability; Bodily Insurance and Property Damage Liability. Proof of such insurance will be provided as of the start date of the contract for the work proposed herein and will be updated annually thereafter. Insurance contracts shall remain in force for the life of the contract awarded as a result of this RFP.

10. CCDMC may terminate contract at any time, with or without cause, by giving notice to contractor. Such termination shall be effective 60 calendar days from the date of delivery or mailing of such notice.

11. CCDMC agrees to pay contractor upon satisfactory completion of services provided and upon submission to CCDMC of any invoice for said services performed. CCDMC shall pay contractor within 30 days of receipt and acceptance of invoice.

I hereby acknowledge and agree to abide by the General Terms and Conditions as stated above if awarded a contract for services as a result of submitting a response to this RFP. These General Terms and Conditions will be further reflected in a contract to be signed by all parties by November 01, 2018.

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

Submit with Proposal

**PROPOSAL DOCUMENTS
COMPENSATION SCHEDULE**

SEE AMENDMENT #1 for revisions.

Proposer Name: _____

The above-named Proposer, having examined the proposed Contract Documents and having visited the sites (by their own choice) and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, training, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents. Price for services should be identified in hourly rates by job title (Project Manager, Officer (unarmed), Supervisor).

CLEAN & SAFE SECURITY SERVICES	Cost per Hour*
Program Manager	\$
Supervisor	\$
Security Officer (Unarmed)	\$

Authorized Signature

Authorized Signature

Print Name

Print Name

Title

Title

Date

Date

*Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary and benefits provided. Benefits can be articulated and submitted on a separate sheet to support desire of CCDMC to achieve program success and stability through long-term retention of CAP officers serving on behalf of the contractor.

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor; however, price will not be the only factor.

Submit with Proposal

PROPOSAL DOCUMENTS

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES

The proposer is required to state its financial ability and a general description of similar work performed. Proposer must have satisfactorily provided similar services in three locations in the last five years or demonstrate twenty years of experience in projects of comparable size and scope to this project.

Total number of years engaged (under the present business name) in providing similar work: _____

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to complete the work included within the scope of the specifications. Include any special qualifications of proposer that is pertinent to the proposed scope. Attach additional pages if required. CCDMC reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name:	Email:
Contact Individual:	Phone No.
Address:	
Contract Amount:	Year:
Description of work performed:	

Reference No. 2

Customer Name:	Email:
Contact Individual:	Phone No.
Address:	
Contract Amount:	Year:
Description of work performed:	

Reference No. 3

Customer Name:	Email:
Contact Individual:	Phone No.
Address:	
Contract Amount:	Year:
Description of work performed:	

Submit with Proposal

PROPOSAL DOCUMENTS

STATEMENT OF PROPOSER'S QUALIFICATIONS AND REFERENCES (continued)

STATE OF ALABAMA, COUNTY OF _____

I am the _____

of _____, the proposer herein. I have read the foregoing

statements regarding the proposer's qualifications and know the contents thereof; and I certify that the same is true

of my own knowledge, except as to those matters which are therein stated upon information or belief, and as to those

matters, I believe them to be true.

Executed on _____ at _____.

(date)

(City, State)

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Proposer

Printed Name

Title

Signature of Proposer

Printed Name

Title

Submit with Proposal



AMENDED as of September 05, 2018

September 5, 2018

To Potential Bid Responders

RE: RFP ADDENDUM #1

REV Birmingham, on behalf of the City Center District Management Corporation (CCDMC) dba CAP is seeking proposals from licensed private patrol companies with proven experience and performance in public security and Business Improvement District (BID) clean and safe services for the BID located in downtown Birmingham, Alabama. The Request for Proposals (RFP) was originally released on August 31, 2018. The original, published RFP is hereby AMENDED as stated below. The remainder of the original RFP package remains in full effect.

- 1) The submission date is hereby revised as a result of the RFP's initial posting date on Aug. 31 instead of Aug. 29. Proposals must be submitted by mail or by hand-delivery to the office of REV Birmingham, Inc., located at 5529 1st Avenue North Birmingham, Alabama 35212 by **4:00 p.m. on September 19, 2018.**
- 2) The Proposal Documents section is hereby revised. A revised Compensation Schedule is attached herein and incorporated into the RFP package. Bidders should articulate the minimum pay and bill rates, as well as maximum bill rates and benefits for officers, while communicating the criteria by which officer pay rates will be determined.
- 3) The following clarifying information is offered for the benefit of potential bidders:
 - a. The BID owns all vehicles, bikes, office equipment and other gear currently in use in providing Clean and Safe services. The organization has an annual capital budget.
 - b. CAP officers currently provide security escorts for downtown visitors including to and from parking decks. Officers also provide stranded motorist assistance on street and in parking decks within the BID boundaries. Officers currently patrol select parking decks in the districts at irregular intervals.

Proposers maintain responsibility for carefully examining the requirements contained herein, in addition to the full RFP package.

City Center District Management Corporation takes great pride in serving the BID shareholders in downtown Birmingham with clean and safe services. We appreciate your interest.

Sincerely,

David Fleming
CEO, REV Birmingham, Inc.
Authorized Representative, City Center District Management Corp.

PROPOSAL DOCUMENTS
COMPENSATION SCHEDULE (REVISED)

Proposer Name: _____

The above-named Proposer, having examined the proposed Contract Documents and having visited the sites (by their own choice) and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, training, supplies and equipment, and to perform operations necessary to complete the work as required by proposed Contract Documents. Price for services should be identified in hourly rates by job title (Project Manager, Supervisor, Officer (unarmed)).

CLEAN & SAFE SECURITY SERVICES	Minimum Pay Rate per Hour*	Minimum Bill Rate per Hour*	Maximum Bill Rate per Hour*	Criteria for Pay Rate Differences**
Program Manager		\$		
Supervisor		\$		
Security Officer (Unarmed)		\$		

* Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary and benefits provided. The minimum pay rate shall also be included to ensure Officers are well-compensated. Benefits per job title shall be articulated and submitted on a separate sheet to support CCDMC's desire to achieve program success and stability through long-term retention of CAP officers serving on behalf of the contractor.

** Criteria for Pay Rate Differences should articulate how the Proposer will determine pay difference among officers and may include education, years of experience, training, tenure or other, as articulated in proposer's bid.

 Authorized Signature

 Authorized Signature

 Print Name

 Print Name

 Title

 Title

 Date

 Date

All information in the proposal will be considered in the selection process. Price will be a factor in the selection of a vendor; however, price will not be the only factor.

Submit with Proposal