

**Birmingham-Jefferson Civic Center Authority**

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

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

INVITATION FOR BID

SEALED BIDS WILL BE RECEIVED FOR:

South Meeting Rooms Partition Walls

PURCHASING COORDINATOR:

Sharon A. Proctor

OBTAIN A COPY OF INVITATION FOR BID:

A complete copy of the bid package is available at the above address or our website: www.bjcc.org (Under Jobs & Vendor Opportunities- Open Bids)

ISSUE DATE:

January 24, 2018

PRE-BID CONFERENCE:
NONE

SEND BID RESPONSE TO:
BJCC

Attn: Sharon A. Proctor, Purchasing Coordinator
2100 Richard Arrington Jr. Blvd North, Dock #2
Birmingham, AL 35203

Bidders are encouraged to call the Purchasing Coordinator at (205) 458-8432 prior to the bid opening to ensure mailed bids have been received. Bidders may hand deliver and present bids at the bid opening. **Bids received by the Purchasing Coordinator after 10:00 a.m. on bid date will be retained in the file, unopened.**

BID OPENING:
BJCC

Forum Building Meeting Room M

950 22nd Street North
Birmingham, AL 35203

February 28, 2018 @ 10:00 a.m.

Bids will be publicly opened and read aloud. Bids shall be in a **sealed** envelope with the name of the project clearly marked on the outside of the package. Bids must be submitted on forms furnished by BJCC. Bids must be submitted in **duplicate**. Bids may NOT be faxed or emailed.

NOTIFICATION OF INTENT:

Those vendors submitting the Notification of Intent, contained in the Invitation For Bid package, will be sent any related addendum, answers to inquiries, etc. pertaining to this Invitation For Bid. The completed Notification of Intent must be faxed to (205) 458-8465, emailed to Sharon.Proctor@bjcc.org, or mailed to: P.O. Box 13347 Birmingham, AL 35202, Attention: PURCHASING.

***** PLEASE RETURN THE NOTIFICATION OF INTENT AS SOON AS POSSIBLE. *****

Birmingham-Jefferson Civic Center Authority is tax exempt.

BJCC reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid.

All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive.

A Cashier's Check drawn on an Alabama Bank, or a bid bond executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to Birmingham-Jefferson Civic Center Authority in the amount of 5% of the amount of bid, but in no event more than \$10,000, must accompany the Bidder's bid.

IMMIGRATION LAW COMPLIANCE - Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract.

All non-United States citizens who perform any work pursuant to this agreement shall have all necessary papers to verify their right to legally work in the United States, and such paperwork shall be available for inspection during normal business hours by BJCC.

DISCLOSURE STATEMENT - If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of BJCC, this information must be included in your solicitation response. By accepting payments resulting from this bid, Bidder 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, which is part of this Invitation for Bid. **Failure to disclose this information in the response may result in the elimination of your bid from consideration.**

Questions concerning specifications or scope of work should be emailed to David.Smith@bjcc.org. Telephone inquiries are not accepted.



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NOTIFICATION OF INTENT TO RESPOND

South Meeting Rooms Partition Walls

Vendors submitting this "Notification of Intent to Respond," will be sent any related addendum, answers to inquiries, etc. pertaining to this Invitation for Bid. **The contact information provided on this form will be used to distribute the information.**

() On behalf of myself/my firm/institution, I hereby certify that I/we intend to submit a response.

() On behalf of myself/my firm/institution, I hereby certify that I/we do **not** intend to submit a response.

Reason for not bidding:

- ☐ Received bid package too late
- ☐ Not enough time to develop bid
- ☐ Not sufficient details
- ☐ Job too large
- ☐ Job too small
- ☐ Not interested in this type of material/ service
- ☐ Working at full capacity at this time
- ☐ Cannot meet time schedule for completion of job
- ☐ Specifications too restrictive
- ☐ Other _____

Company Name

Contact Name

Title

Email Address

Phone Number

Authorized Signature

Date

You may email your notification of intent to Sharon.Proctor@bjcc.org or fax to 205-458-8465.



Birmingham-Jefferson Civic Center Authority

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Birmingham, AL 35203

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

INVITATION TO BID

1 GENERAL SPECIFICATIONS

- 1.1 This will be for the use of Birmingham-Jefferson Civic Center Authority, Birmingham, Alabama (hereinafter called the "BJCC").
- 1.2 **BJCC is Tax Exempt.**
- 1.3 No interpretation or modification made to any respondent as to the meaning of the Invitation for Bid shall be binding on BJCC unless submitted in writing and distributed as an addendum by BJCC Purchasing Department. Verbal information obtained otherwise will not be considered in awarding of contract. All addenda shall become part of the Invitation for Bid.
- 1.4 Payment terms are net 30. Other payment terms can be negotiated.
- 1.5 **IMPORTANT: It is required that the Bidder Information Form, Exhibit #1, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 1.6 **All bid responses, technical information and any other attachments in response to this Invitation for Bid must be submitted in duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of the bid.**
- 1.7 Bids having any erasures or corrections must be initialed in ink. Bids must be signed in ink by an official authorized representative.
- 1.8 **All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for, must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive.**
- 1.9 BJCC reserves the right to waive any informality in any offer; to reject any or all offers, in whole or in part; and to accept the offer most advantageous to BJCC should it be deemed in its best interest to do so.
- 1.10 The attached specifications cover minimum standards; any alternate services or equipment bid offered should meet or exceed BJCC's needs. BJCC, acting in its best interest, will award this contract to one vendor or no vendor. BJCC shall be the sole judge of the quality or inequality of the items proposed in this bid. BJCC's decision shall be final.
- 1.11 The use of specific names and numbers are not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to BJCC's intended use.
- 1.12 Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.
- 1.13 All costs incurred by Bidders to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this Invitation for Bid, except copyrighted material, shall become the property of BJCC, regardless if the Bidder is selected.
- 1.14 Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the bid opening due date will not be considered.

- 1.15 BJCC is not responsible for delays by the Air Courier, Delivery or Messenger Service, US Postal Service, the internal mail delivery system of BJCC, or any other means of delivery employed by the Bidder. **Bidders are encouraged to call the Purchasing Coordinator at (205) 458-8432 to ensure mailed bids have been received.** Similarly, BJCC is not responsible for, and will not open, any bid response which arrives to the bid opening later than the date and time indicated above. **Late bid responses will be retained in the bid file, unopened.**
- 1.16 Shipping will be F.O.B. Destination, BJCC, Birmingham, Alabama. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder.
- 1.17 BJCC is strongly committed to equal opportunity in solicitation of Invitation for Bids. BJCC encourages Bidders to share this commitment. Each Bidder submitting a bid 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.
- 1.18 The Bidder must have necessary business licenses as required by the State, County, and City.
- 1.19 The undersigned certifies that this bid is genuine and not collusive.
- 1.20 Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.
- 1.21 If a single bid response is received for this Invitation for Bid, the bid will be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. This bid will be opened, but will not be read publically. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidders initial offer will not be disclosed to other bidders prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications of BJCC are met.

2 DISPUTES

- 2.1 Any contract agreement that is issued based on this Invitation for Bid, 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.

3 PERFORMANCE

- 3.1 In the event the Bidder defaults in performing this contract, it agrees to pay BJCC reasonable costs incurred in remedying such default, including reasonable attorney's fees.
- 3.2 The Bidder will be held responsible for any damage to BJCC's property caused by his work or workmen. The property shall be restored to its original condition as required by BJCC.

4 PRICE QUOTATION

- 4.1 **IMPORTANT: It is required that the BID FORM, Exhibit #2, furnished with this Invitation for Bid be completed and submitted with your bid. DO NOT send generated price lists as your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 4.2 BJCC's payment terms are net 30. Other payment terms can be negotiated.

- 4.3 It is the Bidder's responsibility to verify all information and measurements, and to obtain any clarification necessary prior to submitting the bid response. BJCC is not liable for any errors or misinterpretations made by the Bidder in response to this Invitation for Bid.
- 4.4 **The successful Bidder under the specifications required in this Invitation for Bid shall furnish at its expense, 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 Invitation for Bid. Prices shall remain firm for the term of the contract.**
- 4.5 BJCC reserves the right to enter into contract negotiations with the selected bidder. If BJCC and the selected Bidder cannot negotiate a successful contract, BJCC may terminate negotiations and begin negotiations with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the county arising from such negotiations.
- 4.6 In accordance with the Code of Alabama 1975, Section 41-16-50 (a), in the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone of Jefferson County, Alabama, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, BJCC may award the contract to the resident responsible bidder.
- 4.7 In the event that, during the term of the agreement, the Successful Bidder 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 Bidder 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. Bidders 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 QUANTITIES

- 5.1 Quantities shown are estimates, and are not a guarantee to buy in the amount shown.
- 5.2 Bidder agrees that BJCC will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; BJCC will receive the benefit of such reduction on any undelivered portion of the contract.

6 IMMIGRATION LAW COMPLIANCE

- 6.1 **Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract. Failure to submit a Memorandum of Understanding may eliminate your bid from consideration.**
- 6.2 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.

7 PATIENT PROTECTION AND AFFORDABLE CARE ACT

- 7.1. **Proposers must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA).**
- 7.2. 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.

8 DISCLOSURE STATEMENT

- 8.1 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder'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 bid from consideration.
- 8.2 IMPORTANT: It is required that the Disclosure Statement of Relationship Between Bidder and Employees/Officials of BJCC, Exhibit #3, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 8.3 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of BJCC; and the Bidder's firm is awarded a contract as a result of this Invitation for Bid, then within ten (10) days after the contract is entered into, the Bidder 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.
- 8.4 By accepting payments resulting from this bid, Bidder 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 Bidder and Employees/Officials of BJCC, which is part of this Invitation for Bid.

9 REFERENCES

- 9.1 Bidder must submit with the bid, three (3) current business references for contact which the Bidder has successfully provided services similar to those required in this Invitation for Bid. The references must include company name, address, contact name, phone number, and email address. Failure to comply with this request may eliminate your bid from consideration.**

10 GENERAL LITIGATION DISCLOSURE

- 10.1 Bidder must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Bidder's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Bidder or to any parent or subsidiary of Proposer.

11 DETAILED CONDITIONS

- 11.1 Successful Bidder 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 one year beginning March 23, 2018.
- 11.2 Every effort will be made to submit the bids to BJCC Executive Board at the March 23, 2018 Board Meeting. **Following Board approval, the Successful Bidder will be notified immediately in order to facilitate moving forward with the contract.**

11.4 INSURANCE

- 11.4.1 Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, and Marriot International, Inc., its employees, 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, Bidder's performance or failure to perform any obligations contained in this document, the inaccuracy of any representations or warranties of the Bidder 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 Bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the Bidder 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 added additional Insured by Endorsement:**

11.4.1.1 The Birmingham-Jefferson Civic Center Authority, and employees must be listed as additional insured.

11.4.1.2 Written cancellation notice.

11.4.2 The certificate must be received by BJCC Purchasing Department within fifteen (15) days of request. Failure to comply with this request may eliminate the bid from consideration.

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

11.4.4 Before beginning work, Bidder shall provide a current certificate of insurance with the following coverage:

A. Worker's Compensation Insurance per Alabama State Law.

1. Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama.

2. Employer's Liability Insurance limits shall be at least:

a. Bodily Injury by Accident - \$1,000,000 per accident.

b. Bodily Injury by Disease - \$1,000,000 per employee.

B. Commercial Business Automobile Liability Insurance

1. 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.

C. Commercial General Liability Insurance

1. 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 | \$2,000,000/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 |

11.5 BONDS

- 11.5.1 A Cashier's Check drawn on an Alabama Bank, or a bid bond executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to Birmingham-Jefferson Civic Center Authority in the amount of 5% of the amount of bid, but in no event more than \$10,000, must accompany the Bidder's bid.**

11.6 TERMINATION

- 11.6.1** This contract may be terminated by BJCC, with or without cause, upon thirty (30) day written notice to the Bidder 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; Bidder shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Bidder shall be paid for services rendered to the date of termination; and BJCC shall have no further financial obligation to the Bidder. Such termination shall not relieve the Bidder of any liability to BJCC for damages sustained by virtue of a breach by the Bidder.

12 DETAILED SPECIFICATIONS

12.1 General Description

- 12.1.1** The scope includes the removal of South Meeting Room partition walls; South Meeting Rooms A-J and installation of new partition walls using the existing tracks. All pricing should include labor, all material, shipping charges including the removal and disposal of existing walls and reconditioning of existing track. The existing track is in good condition and will be used with the new wall system. The Successful Bidder will use a trolley that matches the current track and the specified wall system. It is the responsibility of each bidder to verify all measurements for the new wall. There shall be pass-through ADA doors in the new partition wall that mimics the existing partition walls.

12.1.2 Submittals

Successful Bidder shall provide complete shop drawings prior to fabrication indicating construction and installation details. Shop drawings must be submitted within 30 days after receipt of signed contract.

12.1.3 Quality Assurance

All work should conform to the criteria set forth per ASTM E557 Standard Practice for Architectural Application and Installation of Operable Partitions.

The partition STC (Sound Transmission Classification) shall be achieved per the standard test method ASTM E90-99 and E413-87. Test run under ASTM procedures prior to E90-99 shall not be permitted. The manufacturer shall have a quality system that is registered to the ISO 9001 standard.

12.1.4 Product Delivery, Storage, and Handling

Proper storage of partitions before installation, and continued protection during and after installation will be the responsibility of the Successful Bidder.

12.1.5 Warranty

Partition panels shall be guaranteed for a period of two (2) years on all mechanical parts and a period of five (5) years for carriers. This guarantee is against defects in material or workmanship of manufacturer's product.

12.1.6 Successful Bidder will provide color samples for color selections of panels.

12.1.7 Spare Trolley's: Bidder shall provide 10% overage of total quantity of trolleys for future replacement parts at time of installation.

12.1.8 Preferred Manufacturer: Hufcor Series 641 or Equivalent.

12.2 Products

12.2.1 Materials

12.2.1.1 Product to be top supported Series 641 individual panels as manufactured by Hufcor Inc. or equivalent.

12.2.1.1.2 Panels shall be nominally 4" [101mm] thick, in manufacturer's standard widths up to 48" [1230mm]. Hinges on panels shall project less than ¼".

12.2.1.1.3 Panel faces shall be laminated to steel substrates to meet the STC requirement IN 2.04 Acoustical Performance vertical full height steel angles. Panel faces shall be mechanically fastened to the frame. Panel faces shall be removable and replaceable on site.

12.2.1.1.4 Frames shall be of minimum 20-gauge steel face. No vertical face trim shall be allowed.

12.2.1.1.5 Vertical sound seals shall be of tongue and groove configuration, to ensure panel to panel alignment and prevent sound leaks between panels

12.2.1.1.6 Horizontal top seals shall be retractable and operate simultaneously with the bottom seals. Top seals should provide 1" clearance and exert downward force when fully extended.

12.2.1.1.7 Horizontal bottom seals shall be mechanically retractable, providing 2" [51mm], nominal operating clearance, and exert downward force when extended. Automatic seals requiring a projection beyond the panel edge shall not be acceptable.

12.2.1.2 Weight

12.2.1.2.1 Weight of the panels shall be between 7.8-10.9 lbs./sq. ft. [37.8 to 53.2 kg/sq. m]; based on options selected.

12.2.1.3 Suspension System

12.2.1.3.1 Successful Bidder will use existing track. Track should be cleaned and inspected before installation of new trolleys and wall.

12.2.1.3.2 Each panel shall be supported by two (2) four-wheel trolley assemblies with steel precision ground bearings. Carrier design for this project shall permit panels to automatically index through stacking switches and curves.

12.2.1.4 **Finishes**

12.2.1.4.1 **Face finish** shall be factory applied ribbed carpet-covering with woven backing, weighing 24 oz. or more per linear yard [465 g/m]. Color shall be selected from manufacturer's standard color selector.

12.2.1.4.2 **Frame color** shall be choice of manufacturer's standard.

12.2.1.5 **Accessories/Options**

12.2.1.5.1 ADA-compliant pass doors of the same thickness, acoustical construction and finish as the basic panels. Hinges on panels shall project less than ¼". Positive latching hardware, no friction or roller latches allowed. BJCC will make decision of door placement and additional hardware during the show drawing period of the project.

12.2.1.5.2 Inset self-illuminated exit sign option

12.2.3 **Operation**

12.2.3.1 Panels shall be manually operated, top supported, move individually from the storage area, positioned in the opening, and seals set.

12.2.3.2 Retractable Top and Bottom Seals

12.2.3.2.1 Retractable mechanical top and bottom seals shall be activated by a removable operating handle located waist height from the floor in the panel edge.

12.2.3.2.2 Seal activation shall not require more than one rotation of the removable handle.

12.2.3.3 Final partition closure to be by telescopic closure panel incorporating an expanding jamb member operated from either side of the panel with a removable handle. Panel shall be capable of compensating for minor out-of-plumb wall conditions and provide a positive vertical seal between partition and building structure.

12.2.4 **Acoustical Performance**

12.2.4.1 Acoustical performance shall have been tested at a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) and in accordance with ASTM E90-04 or newer Test Standards. Standard panel construction shall have obtained an STC rating of 52, or better.

12.2.4.1.1 Copies of the written test report are to be made available upon request. Tests must have been conducted at a laboratory available for verification of results.

12.3 **Execution**

12.3.1 **Installation**

12.3.1.1 The complete installation of the operable wall system shall be by an authorized factory-trained installer and be in strict accordance with the approved shop drawings and manufacturer's standard printed specifications, instructions, and recommendations. **Project will be awarded on March 23, 2018. Installation may begin August 1, 2018, but must be completed before August 30, 2018.**

12.3.2 Liquidated Damages

- 12.3.2.1 Failure to complete all work before August 30, 2018 will result in \$1,000.00 per day penalty, beginning on August 31, 2018. Any Liquidated Damages charged will be deducted by BJCC from the moneys otherwise due the Successful Bidder in the final payment.**

12.3.3 Cleaning

- 12.3.3.1 All track and panel surfaces shall be wiped clean and free of handprints, grease, and soil.
- 12.3.3.2 Packing and other installation debris shall be removed from the job site.
- 12.3.3.3 Training
- 12.3.3.3.1 Installer shall demonstrate proper operation and maintenance procedures to owner's representative.
- 12.3.3.3.2 Operating handles and owner's manuals shall be provided to owner's representative.

Exhibit 1



Birmingham-Jefferson Civic Center Authority

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

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

BIDDER 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. BID AWARD NOTICE ADDRESS:

2. PURCHASE ORDER ADDRESS:

3. REMITTANCE ADDRESS:

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

Bid Form

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

The Bidder, in compliance with the Invitation for Bid for **South Meeting Rooms Partition Walls**, as specified, for the Birmingham-Jefferson Civic Center Authority, having examined the specifications and related documents, hereby proposes to furnish all equipment, materials, accessories and/or services 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, including delivery and fuel surcharges, under the contract documents, of which this bid is a part, and F.O.B. delivery of same to BJCC. **BJCC's decision shall be final regarding the acceptability of any substitute item proposed in this bid.**

Bid to furnish and deliver partition walls per the detailed specifications: \$ _____

Manufacturer: _____ Model: _____

Preferred Manufacturer: Hufcor Series 641 or Equivalent.

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

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?

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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
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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
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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
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Notary's Signature	Date	Date Notary Expires
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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 FORM WITH BID.