



**Sheraton Birmingham Hotel**  
 2100 Richard Arrington Jr. Blvd North  
 Birmingham, AL 35203  
 205 307 3114



**The Westin Birmingham**  
 2221 Richard Arrington Jr. Blvd North  
 Birmingham, AL 35203  
 205 307 3114

**INVITATION FOR BID**

<b>SEALED BIDS WILL BE RECEIVED FOR:</b>	<b>Guest Room Carpet Replacement</b>
<b>DIRECTOR OF PURCHASING:</b>	Gerald D. Austin
<b>OBTAIN A COPY OF INVITATION FOR BID:</b>	A complete copy of the bid package is available at the above address or our website: <a href="http://www.bjcc.org">www.bjcc.org</a> (Under Jobs & Vendor Opportunities-Open Bids)
<b>ISSUE DATE:</b>	May 30, 2018

<b>PRE-BID CONFERENCE:</b> Sheraton Birmingham Hotel Jefferson Room I 2101 Richard Arrington Jr, Blvd, North Birmingham, AL 35203 <b>June 19, 2018 @ 2:00 p.m.</b>	<b>SEND BID RESPONSE TO:</b> Sheraton Birmingham Hotel Attn: Gerald D. Austin, Director of Purchasing 2101 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203 <b>Bidders are encouraged to call the Purchasing Manager at (205) 644-2030 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 Manager after 2:00 p.m. on bid date will be retained in the file, unopened.</b>	<b>BID OPENING:</b> Sheraton Birmingham Hotel Connection Corner Meeting Room 2101 Richard Arrington Jr, Blvd, North Birmingham, AL 35203 <b>July 6, 2018 @ 2:00 p.m.</b> Bids will be in a <u>sealed envelope with the Bidder's</u> name, address, and <b>STATE GENERAL CONTRACTORS LICENSE NUMBERS</b> , the name of the project being bid, and time and place of bid opening clearly marked on the outside of the package.
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**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) 307-3044 emailed to [Gerald.Austin@Sheraton.com](mailto:Gerald.Austin@Sheraton.com) or mailed to: 2101 Richard Arrington Jr. Blvd Birmingham, AL 35203, Attention: PURCHASING.

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

**Sheraton Birmingham Hotel and The Westin Birmingham (HOTEL) are owned by Birmingham-Jefferson Civic Center Authority and are tax exempt.**

Hotel 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.

**General Contractors will be required to make a good faith effort to include MBE and DBE Companies in the execution of this project.**

Construction contracts shall be awarded only to qualified Contractors, licensed by the State Licensing Board for General Contractors, as required by Title 34, Chapter 8, and Code of Alabama. Contracts in excess of \$50,000 shall be awarded only to Contractors licensed as required by the 1978 Code of Alabama, Title 34, and Chapter 8 as amended. Bidders must be "responsible" in accordance with criteria in the bid and as stipulated by Title 30-2-3-(e) of the Code of Alabama.

**In Accordance with Act 2013-205 – Certificate of Exception from Sales and Use Tax for Governmental Entities, contractors are to exclude sales tax from their base bid, but must account for tax savings on the attached ABC Form C-3.**

**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 Sheraton Birmingham Hotel in the amount of 5% of the amount of bids, but in no event more than \$10,000, must accompany the Bidder's bid. Performance and Labor and Material Payment Bonds in the amount of 100% of the contract price will be required when the Contract is presented by the Contractor to the Authority.**

**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 HOTEL.

**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 HOTEL, this information must be included in your solicitation response. By accepting payments resulting from this bid, Bidder certifies that to its knowledge, no HOTEL employee or official, and no family members of a HOTEL employee or official, will receive a benefit from these payments, except as has been previously disclosed, in writing to HOTEL 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 [Gerald.Austin@sheraton.com](mailto:Gerald.Austin@sheraton.com) . Telephone inquiries are not accepted.**



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**NOTIFICATION OF INTENT TO RESPOND**

**Guestroom Carpet Replacement**

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 [Gerald.Austin@Sheraton.com](mailto:Gerald.Austin@Sheraton.com) or fax to 205-307-3044.

## **SPECIAL INSTRUCTIONS ON MBE/DBE PARTICIPATION**

### **NOTE: ALL BIDDERS ON THIS PROJECT SHOULD READ CAREFULLY:**

General Contractors bidding on this Project are asked to comply with the following guidelines:

1. The potential bidder(s) should acquire specifications and drawings to decide whether to submit a bid on the project.
2. The potential bidder(s) are asked to contact the Birmingham Construction Industry Authority (BCIA) MBE/DBE participation in the bid process and contract award. The BCIA has established a listing of certified MBE/DBE, by trade categories, for assistance to General Contractors interested in bidding on the projects.
3. The potential bidder(s) are asked to identify those trades and activities for which it will solicit and accept bid for potential MBE/DBE Subcontractors. Then the potential bidder should notify the BCIA of those trades and construction activities which were identified for possible MBE/DBE participation. This notification will allow BCIA to apprise certified MBE/DBE's of bid opportunity.
4. The BCIA will identify and notify certified MBE/DBE's with respect to opportunities on each project.
5. The BCIA will assist interested MBE/DBE's in bid preparation, and these MBE/DBE's will submit bids to General Contractors bidding on the project.
6. Within 45 days after receiving a Notice to Proceed, the General Contractor is asked to provide the BCIA Executive Director with a list of MBE/DBE Subcontractors to whom it was awarded, or anticipate awarding, subcontracts, along with a description of the scope of work to be performed by each such MBE/DBE Subcontractor and the estimated dollar amount for each MBE/DBE contract awarded.
7. After the job closeout, the General Contractor will be asked to submit to the BCIA the name of the MBE/DBE Subcontractors used on the job, along with the scope of the work and net dollar amount paid to each such contractor.

BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY  
601 37<sup>TH</sup> STREET SOUTH  
BIRMINGHAM, ALABAMA 35222  
Telephone: (205) 324-6202 Fax: (205) 324-6210

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GENERAL CONTRACTOR'S NOTICE OF INTENT TO BID  
MBE/DBE PARTICIPATION

**BID DATA**

1. GENERAL CONTRACTOR \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

CONTACT(S): \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

2. OWNER: \_\_\_\_\_

3. NAME OF PROJECT: \_\_\_\_\_

4. SCHEDULED PRE-BID MEETING

DATE/TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

5. DATE/TIME FOR RECEIPT OF BIDS

TO CONTACT INDICATED ABOVE: \_\_\_\_\_

6. SCHEDULED BID OPENING

DATE/TIME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

7. ESTIMATED JOB START DATE: \_\_\_\_\_

8. ESTIMATED COMPLETION DATE: \_\_\_\_\_

Assistance is hereby requested in securing proposals for MBE/DBE Subcontractors/Suppliers per the attached listing of construction specialties.

**NOTICE TO BCIA - CERTIFIED CONTRACTORS:**

IN ORDER TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE GENERAL CONTRACTOR ON OR BEFORE THE DATE LISTED IN ITEM FIVE (5) ABOVE.

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PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

BID DATE: \_\_\_\_\_

GENERAL CONTRACTOR CONTACT:

NAME \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_

FAX: ( ) \_\_\_\_\_

EMAIL: ( ) \_\_\_\_\_

DEADLINE FOR PROPOSALS

DATE/TIME \_\_\_\_\_

DIVISION 02 – EXISTING CONDITIONS {1} {2} {3} {4} {5} \*

02 21 SURVEYS

02 32 GEOTECHNICAL INVESTIGATIONS

02 41 DEMOLITION

02 42 REMOVAL and SALVAGE of CONSTRUCTION MATERIALS

02 43 STRUCTURE MOVING

02 56 SITE CONTAINMENT

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- 02 65 UNDERGROUND STORAGE TANK REMOVAL
- 02 81 TRANSPORTATION and DISPOSAL of HAZARDOUS MATERIALS
- 02 82 ASBESTOS REMEDIATION
- 02 83 LEAD REMEDIATION
- 02 85 MOLD REMEDIATION
- 02 91 CHEMICAL SAMPLING, TESTING and ANALYSIS

**DIVISION 3 - CONCRETE {1} {2} {3} {4} {5}**

- 03 01 MAINTENANCE OF CONCRETE
- 03 11 CONCRETE FORMING
- 03 15 CONCRETE ACCESSORIES
- 03 21 REINFORCING STEEL
- 03 22 WELDED WIRE FABRIC REINFORCING
- 03 30 CAST-IN-PLACE CONCRETE
- 03 31 STRUCTURAL CONCRETE

**DIVISION 3 – CONCRETE (*continued*) {1} {2} {3} {4} {5}**

- 03 35 CONCRETE FINISHING
- 03 37 SPECIALTY PLACED CONCRETE
- 03 39 CONCRETE CURING
- 03 41 PRECAST STRUCTURAL CONCRETE
- 03 45 PRECAST ARCHITECTURAL CONCRETE
- 03 47 SITE-CAST CONCRETE
- 03 62 NON-SHRINK GROUTING
- 03 63 EPOXY GROUTING
- 03 81 CONCRETE CUTTING
- 03 82 CONCRETE BORING

**DIVISION 4 - MASONRY {1} {2} {3} {4} {5}**

- 04 21 CLAY UNIT MASONRY
- 04 22 CONCRETE UNIT MASONRY
- 04 25 UNIT MASONRY PANELS
- 04 27 MULTIPLE-WYTHE MASONRY
- 04 43 STONE MASONRY
- 04 57 MASONRY FIREPLACES
- 04 71 MANUFACTURED BRICK MASONRY
- 04 73 MANUFACTURED STONE MASONRY

**DIVISION 5 - METALS {1} {2} {3} {4} {5}**

- 05 12 STRUCTURAL STEEL FRAMING
- 05 14 STRUCTURAL ALUMINUM FRAMING
- 05 15 WIRE ROPE ASSEMBLIES
- 05 21 STEEL JOIST FRAMING
- 05 31 STEEL DECKING
- 05 35 RACEWAY DECKING ASSEMBLIES
- 05 41 STRUCTURAL METAL STUD FRAMING
- 05 42 COLD-FORMED METAL JOIST FRAMING
- 05 44 COLD-FORMED METAL TRUSSES
- 05 51 METAL STAIRS
- 05 52 METAL RAILINGS
- 05 53 METAL GRATINGS
- 05 55 METAL STAIR TREADS & NOSING
- 05 56 METAL CASTINGS
- 05 58 FORMED METAL FABRICATIONS
- 05 71 DECORATIVE METAL STAIRS
- 05 73 DECORATIVE METAL RAILINGS
- 05 75 DECORATIVE FORMED METAL

**DIVISION 6 – WOODS, PLASTICS & COMPOSITIES**

**{1} {2} {3} {4} {5}**

- 06 11 WOOD FRAMING

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06 12 STRUCTURAL PANELS

06 15 WOOD DECKING

06 16 SHEATING

**DIVISION 6 – WOODS, PLASTICS & COMPOSITIES (continued) {1} {2} {3} {4} {5}**

06 17 SHOP FABRICATED STRUCTURAL WOOD

06 22 MILLWORK

06 25 PREFINISHED PANEL

06 26 BOARD PANELING

06 43 WOOD STAIRS & RAILINGS

06 44 ORNAMENTAL WOODWORK

06 48 WOOD FRAMES

**DIVISION 7 – THERMAL & MOISTURE PROTECTION {1} {2} {3} {4} {5}**

07 11 DAMPPROOFING

07 12 BUILT-UP BITUMINOUS WATERPROOFING

07 13 SHEET WATERPROOFING

07 16 CEMENTIOUS & REACTIVE WATERPROOFING

07 19 WATER REPELLANTS

07 21 THERMAL INSULATION

07 22 ROOF & DECK INSULATION

07 24 EXTERIOR INSULATION & FINISH SYSTEMS

07 25 WEATHER BARRIERS

07 26 VAPOR RETARDERS

07 31 SHINGLES & SHAKES

07 32 ROOF TILES

07 33 NATURAL ROOF COVERINGS

07 41 ROOF PANELS

07 42 WALL PANELS

07 46 SIDING

07 51 BUILT-UP BITUMINOUS ROOFING

07 52 MODIFIED BITUMINOUS MEMBRANE ROOFING

07 53 ELASTOMETRIC MEMBRANE ROOFING

07 54 THERMOPLASTIC MEMBRANE ROOFING

07 56 FLUID APPLIED ROOFING

07 58 ROLL ROOFING

07 61 SHEET METAL ROOFING

07 65 FLEXIBLE FLASHING

07 71 ROOF SPECIALTIES

07 72 ROOF ACCESSORIES

07 81 APPLIED FIREPROOFING

07 84 FIRESTOPPING

07 91 PREFORMED JOINT SEALS

07 92 JOINT SEALANTS

07 95 EXPANSION CONTROL

**DIVISION 8 - OPENINGS {1} {2} {3} {4} {5}**

08 11 METAL DOORS & FRAMES

08 12 METAL FRAMES

08 13 METAL DOORS

**DIVISION 8 - OPENINGS (continued) {1} {2} {3} {4} {5}**

08 14 WOOD DOORS

08 16 COMPOSITE DOORS

08 17 INTEGRATED DOOR OPENING ASSEMBLIES

08 31 ACCESS DOORS & PANELS

08 32 SLIDING GLASS DOORS

08 33 COILING DOORS & GRILLES

08 34 SPECIAL FUNCTION DOORS

08 36 PANEL DOORS

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- 08 38 TRAFFIC DOORS
- 08 41 ENTRANCES & STOREFRONTS
- 08 42 ENTRANCES
- 08 43 STOREFRONTS
- 08 44 CURTAIN WALL & GLAZED ASSEMBLIES
- 08 51 METAL WINDOWS
- 08 52 WOOD WINDOWS
- 08 53 PLASTIC WINDOWS
- 08 54 COMPOSITE WINDOWS
- 08 56 SPECIAL FUNCTION WINDOWS
- 08 62 UNIT SKYLIGHTS
- 08 63 METAL-FRAMED SKYLIGHTS
- 08 71 DOOR HARDWARE
- 08 74 ACCESS CONTROL HARDWARE
- 08 75 WINDOW HARDWARE
- 08 79 HARDWARE ACCESSORIES
- 08 81 GLASS GLAZING
- 08 83 MIRRORS
- 08 84 PLASTIC GLAZING
- 08 88 SPECIAL FUNCTION GLAZING
- 08 91 LOUVERS
- 08 95 VENTS

DIVISION 9 - FINISHES {1} {2} {3} {4} {5}

- 09 21 PLASTER & GYPSUM BOARD ASSEMBLIES
- 09 22 SUPPORTS FOR PLASTER & GYPSUM BOARD
- 09 23 GYPSUM PLASTERING
- 09 24 CEMENT PLASTERING
- 09 26 VENEER PLASTERING
- 09 28 BACKING BOARDS & UNDERLAYMENTS
- 09 29 GYPSUM BOARD
- 09 30 TILING
- 09 51 ACOUSTICAL CEILINGS
- 09 54 SPECIALTY CEILINGS
- 09 62 SPECIALTY FLOORING
- 09 63 MASONRY FLOORING
- 09 64 WOOD FLOORING
- 09 65 RESILIENT FLOORING
- 09 66 TERRAZZO FLOORING
- 09 68 CARPETING
- 09 72 WALL COVERINGS
- 09 77 SPECIAL WALL SURFACING

DIVISION 9 - FINISHES (*continued*) {1} {2} {3} {4} {5}

- 09 91 PAINTING
- 09 93 STAINING & TRANSPARENT FINISHING
- 09 96 HIGH PERFORMANCE COATINGS
- 09 97 SPECIAL COATINGS

DIVISION 10 - SPECIALTIES {1} {2} {3} {4} {5}

- 10 11 VISUAL DISPLAY UNITS
- 10 14 SIGNAGE
- 10 22 PARTITIONS
- 10 26 WALL & DOOR PROTECTION
- 10 28 TOILET, BATH & LAUNDRY ACCESSORIES
- 10 44 FIRE PROTECTION SPECIALTIES
- 10 51 LOCKERS
- 10 71 EXTERIOR PROTECTION
- 10 74 MANUFACTURED EXTERIOR SPECIALTIES
- 10 75 FLAGPOLES

**BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY**

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10 81 PEST CONTROL DEVICES

10 88 SCALES

**DIVISION 11 - EQUIPMENT {1} {2} {3} {4} {5}**

11 11 VEHICLE SERVICE EQUIPMENT

11 12 PARKING CONTROL EQUIPMENT

11 13 LOADING DOCK EQUIPMENT

11 14 PEDESTRIAN CONTROL EQUIPMENT

11 24 MAINTENANCE EQUIPMENT

11 31 RESIDENTIAL APPLIANCES

11 33 RETRACTABLE STAIRS

11 41 FOODSERVICE STORAGE EQUIPMENT

11 42 FOOD PREPARATION EQUIPMENT

11 43 FOOD DELIVERY CARTS AND CONVEYORS

11 44 FOOD COOKING EQUIPMENT

11 46 FOOD DISPENSING EQUIPMENT

11 47 ICE MACHINES

11 48 CLEANING & DISPOSAL EQUIPMENT

11 52 AUDIO-VISUAL EQUIPMENT

11 53 LABORATORY EQUIPMENT

11 66 ATHLETIC EQUIPMENT

11 67 RECREATIONAL EQUIPMENT

11 82 SOLID WASTE HANDLING

**DIVISION 12 - FURNISHINGS {1} {2} {3} {4} {5}**

12 21 WINDOW BLINDS

12 22 CURTAINS & DRAPES

12 23 INTERIOR SHUTTERS

12 24 WINDOW SHADES

12 32 MANUFACTURED CASEWORK

12 35 SPECIALTY CASEWORK

12 36 COUNTERTOPS

12 46 FURNISHING ACCESSORIES

12 48 RUGS & MATS

12 51 OFFICE FURNITURE

12 52 SEATING

12 54 HOSPITALITY FURNITURE

12 56 INSTITUTIONAL FURNITURE

12 61 FIXED AUDIENCE SEATING

12 63 STADIUM & ARENA SEATING

12 67 PEWS & BENCHES

12 92 INTERIOR PLANTERS & ARTIFICIAL PLANTS

12 93 SITE FURNISHINGS

**DIVISION 13 - SPECIAL CONSTRUCTION {1} {2} {3} {4} {5}**

13 11 SWIMMING POOLS

13 17 TUBS & POOLS

13 18 ICE RINKS

13 21 CONTROLLED ENVIRONMENT ROOMS

13 24 SPECIAL ACTIVITY ROOMS

13 28 ATHLETIC & RECREATIONAL SPECIAL CONSTRUCTION

13 31 FABRIC STRUCTURES

13 34 FABRICATED ENGINEERED STRUCTURES

13 36 TOWERS

13 42 BUILDING MODULES

13 48 SOUND, VIBRATION, & SEISMIC CONTROL

13 49 RADIATION PROTECTION

**DIVISION 14 - CONVEYING SYSTEMS {1} {2} {3} {4} {5}**

14 11 MANUAL DUMBWAITERS

14 12 ELECTRIC DUMBWAITERS



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- 14 21 ELECTRIC TRACTION ELEVATORS
- 14 24 HYDRAULIC ELEVATORS
- 14 27 CUSTOM ELEVATOR CABS & DOORS
- 14 28 ELEVATOR EQUIPMENT & CONTROLS
- 14 31 ESCALATORS
- 14 32 MOVING WALKS
- 14 42 WHEELCHAIR LIFTS
- 14 51 CORRESPONDENCE & PARCEL LIFTS
- 14 91 FACILITY CHUTES
- 14 92 PNEUMATIC TUBE SYSTEMS

**DIVISION 21 –FIRE SUPPRESSION {1} {2} {3} {4} {5}**

- 21 11 FIRE-SUPPRESSION WATER SERVICE PIPING & METHODS
- 21 12 FIRE SUPPRESSION STANDPIPES
- 21 13 FIRE SUPPRESSION SPRINKLER SYSTEMS
- 21 21 CARBON-DIOXIDE FIRE EXTINGUISHING SYSTEMS
- 21 22 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS
- 21 31 CENTIFUGAL FIRE PUMPS

**DIVISION 22-PLUMBING {1} {2} {3} {4} {5}**

- 22 07 PLUMBING INSULATION
- 22 11 FACILITY WATER DISTRIBUTION
- 22 13 FACILITY SANITARY SEWERAGE
- 22 14 FACILITY STORM DRAINAGE
- 22 41 COMMERCIAL PLUMBING FIXTURE
- 22 42 COMMERCIAL PLUMBING FIXTURES
- 22 45 EMERGENCY PLUMBING FIXTURES
- 22 47 DRINKING FOUNTAINS & WATER COOLERS
- 22 51 SWIMMING POOL PLUMBING SYSTEMS
- 22 66 CHEMICAL-WASTE SYSTEMS FOR LAB & HEALTHCARE FACILITIES

**DIVISION 23-HEATING VENTILATION AIR CONDITIONING {1} {2} {3} {4} {5}**

- 23 07 HVAC INSULATION
- 23 09 INSTRUMENTATION & CONTROL FOR HVAC
- 23 13 FACILITY FUEL-STORAGE TANKS
- 23 21 HYDRONIC PIPING & PUMPS
- 23 22 STEAM & CONDENSATE PIPING & PUMPS
- 23 31 HVAC DUCTS & CASINGS
- 23 33 AIR DUCT ACCESSORIES
- 23 34 HVAC FANS
- 23 37 AIR OUTLETS & INLETS
- 23 38 VENTILATION HOODS
- 23 41 PARTICULATE AIR FILTRATION
- 23 52 HEATING BOILERS
- 23 54 FURNACES
- 23 56 SOLAR ENERGY HEATING EQUIPMENT
- 23 57 HEAT EXCHANGES FOR HVAC
- 23 62 PACKAGED COMPRESSOR & CONDENSOR UNITS
- 23 63 REFRIGERANT CONDENSORS
- 23 64 PACKAGED WATER CHILLERS
- 23 65 COOLING TOWERS
- 23 73 INDOOR CENTRAL-STATION AIRHANDLING UNITS
- 23 74 PACKAGED OUTDOOR HVAC EQUIP

**DIVISION 23-HEATING VENTILATION AIR CONDITIONING (continued) {1} {2} {3} {4} {5}**

- 23 82 CONVECTION HEATING & COOLING UNITS
- 23 84 HUMIDITY CONTROL EQUIPMENT

**DIVISION 26-ELECTRICAL {1} {2} {3} {4} {5}**

- 26 05 COMMON WORK RESULTS FOR ELECTRICAL
- 26 09 INSTRUMENTATION & CONTROL FOR ELECTRICAL SYSTEMS

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- 26 12 MEDIUM VOLTAGE TRANSFORMERS
- 26 22 LOW VOLTAGE TRANSFORMERS
- 26 24 SWITCHBOARDS & PANELBOARDS
- 26 25 ENCLOSED BUS ASSEMBLIES
- 26 27 LOW VOLTAGE DISTRIBUTION EQUIPMENT
- 26 28 LOW VOLTAGE CIRCUIT PROTECTIVE DEVICES
- 26 29 LOW VOLTAGE CONTROLLERS
- 26 32 PACKAGED GENERATOR ASSEMBLIES
- 26 35 POWER FILTERS & CONDITIONERS
- 26 42 CATHODIC PROTECTION
- 26 51 INTERIOR LIGHTING
- 26 52 EMERGENCY LIGHTING
- 26 53 EXIT SIGNS
- 26 54 CLASSIFIED LOCATION LIGHTING
- 26 55 SPECIAL PURPOSE LIGHTING
- 26 56 EXTERIOR LIGHTING
- 26 61 LIGHTING SYSTEMS & ACCESSORIES
- 26 71 ELECTRICAL MACHINES

**DIVISION 27-COMMUNICATIONS {1} {2} {3} {4} {5}**

- 27 13 COMMUNICATIONS BACKBONE CABLING
- 27 41 AUDIO-VIDEO SYSTEMS
- 27 51 DISTRIBUTED AUDIO VIDEO
- 27 52 HEALTHCARE COMMUNICATIONS & MONITORING SYSTEMS
- 27 53 DISTRIBUTED SYSTEMS

**DIVISION 28-ELECTRONIC SAFETY & SECURITY {1} {2} {3} {4} {5}**

- 28 13 COMMUNICATIONS BACKBONE CABLING
- 28 16 INTRUSION DETECTION
- 28 23 VIDEO SURVEILLANCE
- 28 31 FIRE DETECTION
- 28 33 FUEL-GAS DETECTION
- 28 39 MASS NOTIFICATION SYSTEMS

**DIVISION 31-EARTHWORK {1} {2} {3} {4} {5}**

- 31 05 COMMON WORK RESULTS FOR EARTHWORK
- 31 06 SCHEDULES FOR EARTHWORK
- 31 11 CLEARING & GRUBBING
- 31 13 SELECTIVE TREE & SHRUB REMOVAL & TRIMMING
- 31 14 EARTH STRIPPING & STOCKPILING
- 31 22 GRADING
- 31 23 EXCAVATION & FILL
- 31 25 EROSION & SEDIMENTATION
- 31 31 SOIL TREATMENT
- 31 32 SOIL STABILIZATION
- 31 33 ROCK STABILIZATION
- 31 36 GABIONS
- 31 37 RIPRAP
- 31 41 SHORING
- 31 43 CONCRETE RAISING
- 31 45 VIBROFLORATION & DENSIFICATION
- 31 46 NEEDLE BEAMS
- 31 48 UNDERPINNING
- 31 52 COFFERDAMS
- 31 56 SHURRY WALLS
- 31 62 DRIVEN PILES
- 31 63 BORED PILES

**DIVISION 32-EXTERIOR IMPROVEMENTS {1} {2} {3} {4} {5}**

- 32 01 OPERATION & MAINTENANCE OF EXTERIOR IMPROVEMENTS
- 32 06 SCHEDULES FOR EXTERIOR IMPROVEMENTS
- 32 11 BASE COURSES

**BIRMINGHAM CONSTRUCTION INDUSTRY AUTHORITY**  
**601 37<sup>TH</sup> STREET SOUTH**  
**BIRMINGHAM, ALABAMA 35222**  
Telephone: (205) 324-6202 Fax: (205) 324-6210

9

- 32 12 FLEXIBLE PAVING
- 32 13 RIGID PAVING
- 32 16 CURBS, GUTTERS SIDEWALKS & DRIVEWAYS
- 32 17 PAVING SPECIALTIES
- 32 18 ATHLETIC & RECREATIONAL SURFACING
- 32 31 FENCES & GATES
- 32 32 RETAINING WALLS
- 32 34 FABRICATED BRIDGES
- 32 35 SCREENING DEVICES
- 32 84 PLANTING IRRIGATION
- 32 91 PLANTING PREPARATION
- 32 92 TURF & GRASSES
- 32 93 PLANTS
- 32 94 PLANTING ACCESSORIES
- 32 96 TRANSPLANTING

**DIVISION 33-UTILITIES {1} {2} {3} {4} {5}**

- 33 01 OPERATIION & MAINTENANCE OF UTILITIES
- 33 05 COMMON WORK RESULTS FOR UTILITIES

**DIVISION 33-UTILITIES {1} {2} {3} {4} {5}**

- 33 11 WATER UTILITY DISTRIBUTION PIPING
- 33 12 WATER UTILITY DISTRIBUTION EQUIPMENT
- 33 16 WATER UTILITY STORAGE TANKS
- 33 21 WATER SUPPLY WELLS
- 33 31 SANITARY UTILITY SEWERAGE PIPING
- 33 36 UTILITY SEPTIC TANKS
- 33 41 STORM UTILITY DRAINAGE PIPING
- 33 42 CULVERTS
- 33 44 STORM UTILITY WATER DRAINS
- 33 46 SUBDRAINAGE
- 33 49 STORM DRAINAGE STRUCTURES
- 33 51 NATURAL GAS DISTRIBUTION
- 33 52 LIQUID FUEL DISTRIBUTION
- 33 71 ELECTRICAL UTILITY TRANSMISSION & DISTRIBUTION
- 33 81 COMMUNICATIONS & STRUCTURES

**DIVISION 34-TRANSPORATION{1} {2} {3} {4} {5}**

- 34 01 OPERATION & MAINTENANCE OF TRANSPORTATION
- 34 11 RAIL TRACKS
- 34 41 ROADWAY SIGNALING AND CONTROL EQUIPMENT
- 34 71 ROADWAY CONSTRUCTION
- 34 72 RAILWAY CONSTRUCTION

**DIVISION 41-MATERIAL PROCESSING & HANDLING EQUIPMENT{1} {2} {3} {4} {5}**

- 41 21 CONVEYORS
- 41 22 CRANES & HOISTS

**DIVISION 44-POLLUTION CONTROL EQUIPMENT {1} {2} {3} {4} {5}**

- 44 11 PARTICULATE CONTROL EQUIPMENT

**DIVISION 46-WATER & WASTEWATER EQUIPMENT {1} {2} {3} {4} {5}**

- 46 07 PACKAGED WATER & WASTEWATER TREATMENT EQUIPMENT

\* Estimated Contract Opportunity Value:

- {1} 0-25,000 {2} 25,000-50,000 {3} 50,000-100,000
- {4} 100,000 - 500,000 {5} over 500,000



**Sheraton Birmingham Hotel**  
2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114



**The Westin Birmingham**  
2221 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114

## INSTRUCTIONS TO BIDDERS

### 1 GENERAL SPECIFICATIONS

- 1.1 This will be for the use of Sheraton Birmingham Hotel and The Westin Birmingham; Birmingham, Alabama (hereinafter called "HOTEL").
- 1.2 **The HOTELS are owned by the Birmingham-Jefferson Civic Center Authority and are 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 HOTEL unless submitted in writing and distributed as an addendum by HOTEL 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 triplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND TWO EXACT COPIES OF THE ENTIRE BID RESPONSE). They shall be submitted in a sealed opaque envelope clearly marked with bidder's name, address, and STATE GENERAL CONTRACTOR LICENSE NUMBER, the name of the project being bid, and time and place of bid opening. 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 HOTEL 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 HOTEL 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 HOTEL's needs. HOTEL, acting in its best interest, will award this contract to one vendor, no vendor, OR multiple vendors. HOTEL shall be the sole judge of the quality or inequality of the items proposed in this bid. HOTEL'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 HOTEL's intended use.
- 1.12 Products submitted on this bid should meet or exceed the stated specifications, which are intended to set a standard of quality and are not intended to limit competition.
- 1.13 Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.

- 1.14 Bidder further agrees to demonstrate, in Jefferson County, Alabama, and materials and/or equipment within five (5) days of request from HOTEL and at Bidder's expense that is offered as equivalent to but not matching HOTEL's specification.
- 1.15 All costs incurred by the company 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 HOTEL, regardless if a Bidder is selected.
- 1.16 HOTEL's Architect may issue written addenda to the document changes required in the work during the proposal period, or to clarify discrepancies or obscurities in the Contract Documents if such are found. No oral instructions or interpretations will be considered binding on HOTEL unless confirmed in an addenda.
- 1.17 Bidder agrees to furnish all equipment, accessories, material, services and/or delivery, as specified per Bid Documents and Technical Specifications. It is the responsibility of the Bidder under the terms of this contract to comply with all applicable codes of authority such as safety, licensing, EPA Regulations, etc.
- 1.18 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.
- 1.19 HOTEL is not responsible for delays by the Air Courier, Delivery or Messenger Service, US Postal Service, the internal mail delivery system of HOTEL, or any other means of delivery employed by the Bidder. **Bidders are encouraged to call the Director of Purchasing at (205) 644-2030 to ensure mailed bids have been received.** Similarly, HOTEL is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. **Late bids will be retained in the file, unopened.**
- 1.20 Shipping will be F.O.B. Destination, HOTEL, Birmingham, Alabama. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder.
- 1.21 HOTEL is strongly committed to equal opportunity in solicitation of Invitation for Bids. HOTEL 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.
- 1.22 The Bidder must have necessary business licenses as required by the State, County, and City.
- 1.23 The undersigned certifies that this bid is genuine and not collusive.
- 1.24 HOTEL is a drug free workplace. The bidder shall, upon awarding the contract, supply certification to HOTEL that a drug free workplace will be maintained in accordance to all HOTEL policies.
- 1.25 No firearms or alcoholic beverages are allowed on HOTEL property at any time.
- 1.26 HOTEL is a smoke-free workplace and smoking is allowed only in designated areas.
- 1.27 All Bidder employees are expected to conduct themselves in a professional manner at all times. HOTEL is a professional workplace and all communications must be conducted in a professional business manner. Foul language, obscene jesters, clothing or caps found to be offensive to anyone will not be tolerated. If an employee is found to be guilty of any of these conducts, he may be required to leave the premises immediately and not allowed back on the property to perform any work as the Bidder's representative.
- 1.28 All Bidder employees working at HOTEL are required to wear either a uniform or company ID properly identifying your employee. The uniform should be clean and include the company logo and the employee's name. Clothing other than uniform should be appropriate for the professional work place. T-shirts without sleeves and with inappropriate language, flip-flops, and caps with inappropriate messages are prohibited. The decision of whether a garment is appropriate belongs to HOTEL and is final.
- 1.29 Subject to applicable law or regulations, the content of each Bidder's Bid shall become public information upon the effective date of any resulting contract.

- 1.30 In accordance with section 39-2-6, if no bids or only one bid is received at the time stated in the advertisement for bids, HOTEL may advertise for and seek other competitive bids, or HOTEL may negotiate for the work through the receipt of informal bids.

## 2 TAX EXEMPTION

- 2.1 **Sheraton Birmingham Hotel and The Westin Birmingham (HOTEL) are owned by the Birmingham-Jefferson Civic Center Authority and are tax exempt.**
- 2.2 **In accordance with Legislative Act 2013-205, Code of Alabama (1975) Section 40-9-14.1, at the time of Bid, provide an accounting of sales tax on the Accounting of Sales Tax form, Exhibit 4. Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**
- 2.3 **Each contractor and subcontractor must make application for qualification of the Sales and Use Tax exemption using Alabama Department of Revenue Form ST: EXC-01 for each tax exempt project. The application is available on the Alabama Department of Revenue's website at: <http://revenue.alabama.gov/salestax/ST-EXC-01.pdf>.**
- 2.4 **Contractors and subcontractors for qualifying projects will be required to file monthly consumers use tax returns and report all exempt purchases for ongoing projects, as well as all taxable purchases on one return. These returns are required to be filed through the Alabama Department of Revenue's online tax return filing and payment portal, My Alabama Taxes (<http://myalabamataxes.alabama.gov>).**

## 3 DISPUTES

- 3.1 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.

## 4 PERFORMANCE

- 4.1 In the event the Bidder defaults in performing this contract, it agrees to pay HOTEL its reasonable costs incurred in remedying such default, including reasonable attorney's fees.
- 4.2 The Bidder will be held responsible for any damage to HOTEL's property caused by his work or workmen and for any project delays due to lack of response to HOTEL's needs. The property shall be restored to its original condition as required by HOTEL.
- 4.3 Under certain conditions, the Purchasing Department may apply a local preference option in determining the low bid for purchases of personal property.

## 5 PRICE QUOTATION

- 5.1 **IMPORTANT: It is required that the BID FORM, Exhibit #3, 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.**
- 5.2 HOTEL's payment terms are net 30. Other payment terms can be negotiated.
- 5.3 It is the Bidder's responsibility to verify all information and measurements, and to obtain any clarification necessary prior to submitting the bid response. HOTEL is not liable for any errors or misinterpretations made by the Bidder in response to this Invitation for Bid.
- 5.4 **The successful Bidder under the specifications required in this Invitation for Bid shall furnish at its expense, all equipment, labor, 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.**

5.5 The Bidder agrees to maintain pricing for a minimum period of six (6) months following receipt of the "Notice to Proceed."

5.6 If no award is made within 60 days, all bids shall be rejected and all guarantees will be returned except for any potentially Successful Bidder that agrees in writing to a stipulated extension in time for consideration of its bid.

## **6 QUANTITIES**

6.1 Quantities shown are estimates, and are not a guarantee to buy in the amount shown.

6.2 Bidder agrees that HOTEL will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; HOTEL will receive the benefit of such reduction on any undelivered portion of the contract.

## **7 REFERENCES**

7.1 **Bidder must submit with the bid, three (3) current business references for contact, which the Bidder has successfully provided products, services or installation of equipment similar to those required in this Invitation for Bid in terms of manufacturer, size, features, service or type of installation. 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.**

## **8 IMMIGRATION LAW COMPLIANCE**

8.1 **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 with the bid may eliminate your bid from consideration.**

8.2 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.

## **9 PATIENT PROTECTION AND AFFORDABLE CARE ACT**

9.1. **Proposers must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA). Please attach Form 1094. Form 1094 is a cover sheet for Form 1095. We are only requesting the cover sheet, not Form 1095. Failure to comply with this request may eliminate your bid from consideration.**

9.2. 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.

## **10 DISCLOSURE STATEMENT**

10.1 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 HOTEL, 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.

**10.2 IMPORTANT: It is required that the Disclosure Statement of Relationship Between Bidder and Employees/Officials of HOTEL, Exhibit #2, 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.**

10.3 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the Guestroom Carpet Replacement 07/06/2018

fair market value of the Bidder's firm or any member of their households is an employee of HOTEL; 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 HOTEL furnish evidence of such filing.

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

## **11 GENERAL LITIGATION DISCLOSURE**

11.1 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 to Bidder.

## **12 DETAILED CONDITIONS**

12.1 **A PRE-BID CONFERENCE is scheduled for June 19, 2018 @ 2:00 p.m. in the Sheraton Hotel, Jefferson Room I, 2101 Richard Arrington Jr. Blvd. N, Birmingham, AL 35203.**

### **ATTENDEES SHOULD BE PREPARED TO DISPURSE AS A PART OF PRE-BID MEETING TO OBTAIN MEASUREMENTS OF THE GUEST ROOMS.**

12.2 The bids may be submitted to Birmingham-Jefferson Civic Center Authority Executive Board for approval. Following Board approval, the successful bidder will be notified immediately in order to facilitate moving forward with all contract, construction documents, and submittals.

12.3 **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 HOTEL and all work will be completed no later than 15 days from a mutually agreed upon start date.**

12.4 All equipment, construction, and installation will comply with City, County, State, and Federal codes and regulations. The Bidder will obtain and pay for all permits, licenses, etc., as required by the City of Birmingham and Jefferson County, Alabama, where the work is to be performed, and shall give all legal notices and pay all fees required for the work. Bidder will also notify proper authorities for inspections and furnish any certificates required for the work.

12.5 Bidder should make every effort to include all costs in the bid. Any change order must be submitted in writing with justification and cost. This document will be reviewed by HOTEL Facility Engineer. If approved, a signed copy will be returned to the Bidder.

12.6 The Successful Bidder shall complete A1A A101 2017 contract documents for execution by HOTEL. Three (3) signed original copies of this contract, three (3) original copies of performance bond, and three (3) original certificates of insurance shall be submitted for execution by HOTEL. The copies will be signed and distributed one (1) copy to the Successful Bidder, and two (2) copies to HOTEL.

12.7 The Successful Bidder at all times shall be and act solely as an independent entity, not as an employee. Nothing in this Agreement or relationship between Bidder and HOTEL shall operate or be construed as creating a relationship of employer/employee, agent, partner, joint venture or any other relationship whatsoever between HOTEL and the Successful Bidder.

12.8 The Successful Bidder shall have no authority to, and shall not (i) act as an agent of HOTEL; (ii) contractually bind or obligate the HOTEL in any way; (iii) hold himself/herself/itself out as an agent of



HOTEL or as having the authority to contractually bind or obligate HOTEL; (iv) provide any services to or on behalf of HOTEL other than pursuant to this agreement with the properly executed "Letter of Agency" from HOTEL.

12.9 The Bidder assumes all risks of loss in regard to all of its property or inventory and the property or inventory of any sub-contractors located on the premises of HOTEL.

12.10 No modifications or alterations to this Agreement will be valid or effective unless made in writing and signed by both parties creating an amendment to the contract.

#### **12.11 INSURANCE**

12.11.1 Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend HOTEL, Birmingham-Jefferson Civic Center Authority, Starwood Hotels and Resorts Worldwide LC and Marriot International, Inc., its employees, and its agents, past and present, (hereinafter referred to in this paragraph collectively as "HOTEL"), 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 HOTEL 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 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 HOTEL, or its employees. **The certificate must include the added additional Insured by Endorsement:**

**12.11.1.1 The Birmingham-Jefferson Civic Center Authority, Starwood Hotels and Resorts LLC, Marriot International, Inc. and respective employees must be listed as additional insured.**

##### **12.11.1.2 Written cancellation notice.**

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

12.11.3 HOTEL 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.

12.12.4 The umbrella policy must be listed on the insurance certificate.

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

12.11.5.1 Worker's Compensation Insurance per Alabama State Law.

12.11.5.1.1 Worker's Compensation Coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate

from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own worker's compensation claims.

12.11.5.1.2 Employer's Liability Insurance limits shall be at least:

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

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

12.11.5.2 Commercial Business Automobile Liability Insurance

12.11.5.2.1 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.

12.11.5.3 Commercial General Liability Insurance

12.11.5.3.1 Commercial General Liability Insurance written on an ISO Occurrence Form (current edition) or equivalent, shall include, but need not be limited to, 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                         | \$1,000,000/Each Occurrence<br>\$2,000,000/Aggregate |
| ii. Products, Completed Operations Aggregate | \$2,000,000/Project                                  |
| iii. Personal and Advertising Injury         | \$1,000,000/Occurrence                               |
| iv. Each Occurrence                          | \$1,000,000  |

12.11.5.4 Commercial Umbrella Liability Insurance

12.11.5.4.1 Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Worker's Compensation and Employee's Liability to satisfy the minimum limits set forth herein.

12.11.5.4.2 Minimum Combined Primary Commercial General Liability and Commercial/Excess Umbrella Limits of:

- i. \$5,000,000 per Occurrence
- ii. \$5,000,000 Aggregate

12.11.5.4.3 Additional Requirements for Commercial Umbrella Liability Insurance

- i. The policy shall name Birmingham-Jefferson Civic Center Authority, Starwood Hotels and Resorts LLC, Marriott International, Inc. and their respective employees as additional insured.
- ii. The policy must be on an "occurrence" basis.

12.11.5.5 Builder's Risk Insurance

12.11.5.5.1 The Builder's Risk Policy shall be made payable to the Owner and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract Sum, written on a Causes of Loss – Special Form (current edition), or its equivalent. All deductibles shall be the sole responsibility of the Contractor.

12.11.5.5.2 The policy shall be endorsed as follows, "The following may occur without

diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under the policy:

12.11.5.5.3 Furniture and equipment may be delivered to the insured premises and installed in place ready for use; or

12.11.5.5.4 Partial or complete occupancy by Owner; or

12.11.5.5.5 Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractor of the lessee of the Owner.”

## **12.12 BONDS**

**12.12.1 Bid Bond - A Cashier’s Check drawn on an Alabama Bank or bid bond, executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to Sheraton Birmingham Hotel in the amount of 5% of the amount of bid, but shall not exceed \$10,000.00 and must accompany the Bidder’s bid.**

**12.12.2 Performance Bond – The Successful Bidder will be required to furnish a Performance and Labor and Material Payment Bond to guarantee that the payment and performance of the contract will be properly secured. The bond will extend three (3) months past the contract period. Bidder will be required to correct any problems found resulting from material and workmanship for a period of one (1) year following the contract completion. The penal sum of the bond shall be equal to 100% of the contract value. The Bidder shall pay the premium of the bond.**

## **12.13 TERMINATION**

12.13.1 This contract may be terminated by HOTEL with a 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, HOTEL shall have the right to immediately terminate the contract; Bidder shall be paid for services rendered to the date of termination; and HOTEL shall have no further financial obligation to the Bidder. Such termination shall not relieve the Bidder of any liability to HOTEL for damages sustained by virtue of a breach by the Bidder.

## **13 DETAILED SPECIFICATIONS**

**13.1 Scope of Work –** The scope of work being quoted will be based on the specifications, the attached exhibits, and these comments.

13.1.1 Furnish, deliver and install new carpet, padding, cove base, and transition strips in approximately 50 (fifty) guestrooms, disposal of the old carpet, pad, cove and debris. This scope also includes the moving of the guestroom furniture out and in to complete the installation of carpet.

**13.2 Specifications:**

**13.2.1 Preferred carpet or equivalent:** Mohawk, **Style:** Rainbow Beauty, **Color:** 758 Suede Camel, Transition strip 1 1/2" color TBD

**13.2.2 Preferred cove base or equivalent:** 4" color TBD

**13.2.3 Preferred pad or equivalent:** Synthetic Pad 24oz

**13.3 Guestroom Dimensions: Performed at Pre-Bid meeting along with room tour.**

**13.3.1** Bidder is responsible to accurately measure the materials, supplies, labor, etc. needed. A miscalculation does not in any way relieve the contractor of his responsibility to perform work as required by the bid specifications.

**13.3.2** Bidder is responsible for providing MSDS sheet prior to start of work for all potentially hazardous materials to be used in completion of contract.

**ATTENDEES SHOULD BE PREPARED TO DISPURSE AS A PART OF PRE-BID MEETING TO OBTAIN MEASUREMENTS OF THE GUEST ROOMS.**

**Exhibit 1**



**Sheraton Birmingham Hotel**  
2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114



**The Westin Birmingham**  
2221 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114

**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



# State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- Yes   
 No

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

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
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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
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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
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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 \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

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

**RETURN FORM WITH BID.**

**Exhibit 3**



**Sheraton Birmingham Hotel**  
2100 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114



**The Westin Birmingham**  
2221 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114

**Bid Form**

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

The Bidder, in compliance with the Invitation for Bid for **Guestroom Carpet Replacement**, as specified, for the Sheraton Birmingham and Westin Birmingham Hotels, 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 HOTEL. **HOTEL's decision shall be final regarding the acceptability of any substitute item proposed in this bid.**

Bid to Furnish, deliver and install new carpet and padding in approximately 50 (fifty) guestrooms, disposal of the old carpet, pad, cove and debris. This scope also includes the moving of the guestroom furniture out and in to complete the installation of carpet:

Guestroom Carpet Replacement \$\_\_\_\_\_ price per sq. ft.

Carpet, Cove, and Pad Specifications:

Carpet Manufacturer: \_\_\_\_\_ Style: \_\_\_\_\_ Color: \_\_\_\_\_

Cove height: \_\_\_\_\_ Pad manufacturer/thickness: \_\_\_\_\_

**Full product information and complete product specifications must accompany bid. Failure to comply with this request may eliminate your bid from consideration.**

**If bidding an alternate, please attach detailed specifications to the bid.**

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ACCOUNTING OF SALES TAX**  
**Attachment to Bid Response**

To: **Birmingham-Jefferson Civic Center Authority**  
Project:

Date:

**Sales Tax Accounting**

Pursuant to Code of Alabama (1975) Section 40-9-14.1, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

**ESTIMATED SALES TAX AMOUNT**

Guestroom Carpet Replacement \$\_\_\_\_\_ price per sq. ft.

**Failure to provide an accounting of Sales Tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

Legal Name of Bidder \_\_\_\_\_

Mailing Address \_\_\_\_\_

\*By (Legal Signature) \_\_\_\_\_

\*Name (Type or Print) \_\_\_\_\_ (Seal)

\*Title \_\_\_\_\_

\*Telephone \_\_\_\_\_