



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:

Exterior Soffit Ceiling Painting

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 Vendor Information- Open Bids)

ISSUE DATE:

January 10, 2019

PRE-BID CONFERENCE:

BJCC
Forum Building Meeting Room M
950 22nd Street North
Birmingham, AL 35203
January 22, 2019 @ 10:00 a.m.

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 1:30 p.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 7, 2019 @ 1:30 p.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 **triplicate**. 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.

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 the Birmingham-Jefferson Civic Center Authority 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 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 the specifications or scope of work should be emailed to Jerry Nelms at jerry.nelms@bjcc.org. Telephone inquiries are not accepted.



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 Birmingham, AL 35203
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NOTIFICATION OF INTENT TO RESPOND

Exterior Soffit Ceiling Painting

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.

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. "It is BJCC's goal to maximize the use of local small disadvantaged and minority businesses on this project. The potential bidder will be required to submit a plan on how they plan to aid BJCC in accomplishing this goal." The potential contractor will submit proposed MBE/DBE participation plan with their bid form, Exhibit 5.



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INSTRUCTIONS TO BIDDERS

1 GENERAL SPECIFICATIONS

- 1.1 This will be for the use of the Birmingham-Jefferson Civic Center Authority, Birmingham, Alabama (hereinafter called "BJCC").
- 1.2 **BJCC is Tax Exempt.**
- 1.3 Payment terms are net 30. Other payment terms can be negotiated.
- 1.4 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.
- 1.5 **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 on the form provided. (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 OF ALABAMA 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 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 vendors. 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 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 BJCC and at Bidder's expense that is offered as equivalent to but not matching BJCC'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 BJCC, regardless if a Consultant is selected.
- 1.16 BJCC'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 BJCC 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 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 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, 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.
- 1.21 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.
- 1.22 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 BJCC is a drug free workplace. The bidder shall, upon awarding the contract, supply certification to BJCC that a drug free workplace will be maintained in accordance to all BJCC policies.
- 1.25 No firearms or alcoholic beverages are allowed on BJCC property at any time.
- 1.26 BJCC 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. BJCC 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 BJCC 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 BJCC and is final.
- 1.29 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.

1.30 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, BJCC may advertise for and seek other competitive bids, or BJCC may negotiate for the work through the receipt of informal bids.

2 TAX EXEMPTION

2.1 BJCC is 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 BJCC 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 BJCC's property caused by his work or workmen and for any project delays due to lack of response to BJCC's needs. The property shall be restored to its original condition as required by BJCC.

4.3 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.

4.4 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 BJCC'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. BJCC 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 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.

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 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.
- 10.2 IMPORTANT: It is required that the Disclosure Statement of Relationship Between Bidder and Employees/Officials of BJCC, 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 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.
- 10.4 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.

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 Every effort will be made to submit the bids to BJCC Executive Board at the February 20, 2019 Board Meeting. Following Board approval, the successful bidder will be notified immediately in order to facilitate moving forward with all contract, construction documents, and submittals.
- 12.2 Successful Bidder hereby agrees to begin this project on or before a date to be specified in the "Notice to Proceed" by BJCC and all work will be completed no later than 90 calendar days from an agreed upon start date.
- 12.3 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.
- 12.4 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 BJCC Facility Engineer. If approved, a signed copy will be returned to the Bidder.
- 12.5 The Successful Bidder shall complete AIA A101 2017 contract documents for execution by BJCC. 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 BJCC. The copies will be signed and distributed one (1) copy to the Successful Bidder, and two (2) copies to BJCC.
- 12.6 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 BJCC shall operate or be construed as creating a relationship of employer/employee, agent, partner, joint venture or any other relationship whatsoever between BJCC and the Successful Bidder.

12.7 The Successful Bidder shall have no authority to, and shall not (i) act as an agent of BJCC; (ii) contractually bind or obligate the Owner in any way; (iii) hold himself/herself/itself out as an agent of BJCC or as having the authority to contractually bind or obligate BJCC; (iv) provide any services to or on behalf of BJCC other than pursuant to this agreement with the properly executed "Letter of Agency" from BJCC.

12.8 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 BJCC.

12.9 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.

12.10 INSURANCE

12.10.1 Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend BJCC, its elected officers, employees, past and present, Marriott 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 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:**

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

12.10.1.2 **30 day(s) written cancellation notice.**

12.10.2 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.

12.10.3 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.

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

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

12.10.5.1 Worker's Compensation Insurance per Alabama State Law.

12.10.5.1.1 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.

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

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

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

12.10.5.2 Commercial Business Automobile Liability Insurance

12.10.5.2.1 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.

12.10.5.3 Commercial General Liability Insurance

12.10.5.3.1 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 | \$2,000,000/Project |
| ii. Products, Completed Operations Aggregate | \$2,000,000/Project |
| iii. Personal and Advertising Injury | \$2,000,000/Occurrence |
| iv. Each Occurrence | \$2,000,000 |

12.10.5.4 Commercial Umbrella Liability Insurance

12.10.5.4.1 An Umbrella Liability Insurance Policy is not required.

12.10.5.5 Builder's Risk Insurance

12.10.5.5.1 Builder's Risk Insurance is not required.

12.11 BONDS

12.11.1 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 Birmingham-Jefferson Civic Center Authority in the amount of 5% of the amount of bid, but shall not exceed \$10,000.00 and must accompany the Bidder's bid.

12.11.2 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.

12.12 TERMINATION

12.12.1 This contract may be terminated by BJCC 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, BJCC shall have the right to immediately terminate the

contract; 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.

13 DETAILED SPECIFICATIONS

13.1 A PRE-BID CONFERENCE is scheduled for Tuesday, January 22, 2019 @ 10:00 a.m. in the Forum Building Meeting Room "M" located at 950 22nd Street N, Birmingham, AL 35203. Bidders are encouraged to visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties, restrictions, and thoroughly examine and to be familiar with the specifications included in the proposal.

13.2 The BJCC is seeking bids for the painting of all exterior soffit ceilings with the exception of the Arena 19th Street Central Ticket Office canopy. This work should begin upon approval by the BJCC Board of Directors. The work shall include furnishing all permits, labor, materials, equipment, and services to perform the following work. Note all colors will be selected by BJCC. **This is an all-inclusive bid.**

13.3 The soffit ceiling painting will include cleaning all of the plaster surfaces with a pressure washing removing all types of contamination preventing proper paint adhesion, properly preparing all metal surfaces for new paint per paint manufacturer's recommendations, protecting all adjoining surfaces from overspray including the ground surface, and thoroughly cleaning the area following completion of each section. In most cases area cleaning will be required daily due to the nature of the BJCC business requirements.

13.4 MasterProtect[®] HB 200LR (Formerly Parkcoat) General Information

13.4.1 SUMMARY

13.4.1.1 Section Includes application of 1-coat water-based, high-build, 100 percent acrylic with 88 percent light reflectance rating.

13.4.2 SYSTEM DESCRIPTION, PERFORMANCE REQUIREMENTS:

13.4.2.1 Elongation at Break: Greater than 35 percent per ASTM D412.

13.4.2.2 Tensile Strength: 567 psi (3.9 MPa) per ASTM D412.

13.4.2.3 Water-Vapor Permeance: 2.1 dry perms per ASTM D1653.

13.4.2.4 Coverage Rates: Smooth: 125 to 175 square feet per gallon (3.1 to 4.3 square m per L).

13.4.2.5 Wet Film Thickness (WFT): Smooth: 8 to 13 mils (0.020 to 0.33 mm).

13.4.2.6 Dry Film Thickness (DFT): Smooth: 4 to 5.5 mils (0.10 to 0.14 mm).

13.4.3 SUBMITTALS

13.4.3.1 Product Data: Substitution requests must be made 10 days prior to bid date. Include manufacturer's technical bulletins and MSDS on each product.

13.4.3.2 Submit list of project references as documented in this Specification under Quality Assurance Article. Include contact name and phone number of person charged with oversight of each project.

13.4.3.3 Quality Control Submittals:
Provide protection plan of surrounding areas and non-cementitious surfaces.

13.4.4 QUALITY ASSURANCE

13.4.4.1 Qualifications:

- 13.4.4.1.1 Manufacturer Qualifications: Company with minimum 5 years of experience in manufacturing of specified products and systems.
- 13.4.4.1.2 Manufacturer Qualifications: Company shall be ISO 9001:2000 Certified. Manufacturer or rep shall be a member of International Concrete Repair Institute (ICRI) at time of bid submittal. Submit proof of membership in good standing with bid submittal.
- 13.4.4.1.3 Applicator Qualifications: Company with minimum of 5 years of experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
 - 13.4.4.1.3.1 Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.
 - 13.4.4.1.3.2 Successful Bidder, if not self-performing, shall identify subcontractors and shall include a resume of the subcontractors, supporting the Successful Bidder's compliance with the qualifications as provided in the bid documents. The resume shall include a list of jobs of a similar size where they have applied a highly reflective acrylic coating in a similar application in the last five (5) years.
 - 13.4.4.1.3.3 Applicator shall be a member of International Concrete Repair Institute (ICRI) at time of bid submittal. Submit proof of membership in good standing with bid submittal.

13.4.4.2 Field Sample:

- 13.4.4.2.1 Install at Project site or pre-selected area of building an area for field sample, minimum 4 feet by 4 feet (1.2 m by 1.2 m), using specified system.
- 13.4.4.2.2 Apply material in strict accordance with manufacturer's written application instructions.
- 13.4.4.2.3 Manufacturer's representative or designated representative will review technical aspects; surface preparation, repair, and workmanship.
- 13.4.4.2.4 Field sample will be standard for judging workmanship on remainder of Project.
- 13.4.4.2.5 Maintain field sample during construction for workmanship comparison.
- 13.4.4.2.6 Do not alter, move, or destroy field sample until Work is completed and approved by Owner.
- 13.4.4.2.7 Obtain Owner's written approval of field sample before start of material application, including approval of aesthetics, color, texture, and appearance.

13.4.4.3 Preconstruction Field-Adhesion Testing:

- 13.4.4.3.1 Perform adhesion per ASTM D3359, Measuring Adhesion by Tape, Method A. Minimum adhesion rating of 4A is required on 0 to 5 scale.

13.4.5 DELIVERY, STORAGE AND HANDLING

13.4.5.1 Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

13.4.5.2 Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

13.4.5.3 Store tightly sealed materials off ground and away from moisture, direct sunlight, extreme heat, and freezing temperatures.

13.4.6 PROJECT CONDITIONS, ENVIRONMENTAL REQUIREMENTS:

13.4.6.1 Ensure that substrate surface and ambient air temperature are minimum of 40 degrees F (4 degrees C) and rising at application time and remain above 40 degrees F (4 degrees C) for at least 24 hours after application. Ensure that frost or frozen surfaces are thawed and dry.

13.4.6.2 Do not apply material if snow, rain, fog, and mist are anticipated within 12 hours after application. Allow surfaces to attain temperature and conditions specified before proceeding with coating system application.

13.4.6.3 Do not apply over sealant joints.

13.4.6.4 Do not apply to horizontal traffic-bearing surfaces.

13.5 MASTERPROTECT® HB 200LR (FORMERLY PARKCOAT) PRODUCTS

13.5.1 MANUFACTURERS - SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS FROM THE FOLLOWING MANUFACTURER:

BASF Corporation
Construction Chemicals
889 Valley Park Drive
Shakopee, MN 55379 internet: www.master-builders-solutions.basf.us

Specifications and Drawings are based on manufacturer's proprietary literature from BASF Building Systems. Other manufacturers shall comply with minimum levels of material, color selection, and detailing indicated in Specifications or on Drawings. Substitution requests must be made 10 days prior to bid date. Include manufacturer's technical bulletins and MSDS on each product.

Architect will be sole judge of appropriateness of substitutions.

13.5.2 MATERIALS - ONE-COAT WATER-BASED, VOC-COMPLIANT, HIGH-BUILD, ELASTOMERIC, 100 PERCENT ACRYLIC WITH 88 PERCENT LIGHT REFLECTANCE RATING CONSISTING OF ACRYLIC POLYMERS, WITH SPECIAL ADDITIVES DISPERSED IN WATER BASE.

13.5.2.1 Weight, per ASTM D1475: 10.6 pounds per gallon (4.8 kg per L) to 12.3 pounds per gallon (1.48 kg per L).

13.5.2.2 Solids Content, per ASTM D5201:

13.5.2.2.1 By Weight: 51.4 percent.

13.5.2.2.2 By Volume: 44.8 percent.

13.5.2.3 Viscosity: 122 KU to 131 KU per ASTM D562.

13.5.2.4 pH: 8.8 to 9.3.

- 13.5.2.5 Reflectance: 88 percent.
- 13.5.2.6 Color: White.
- 13.5.2.7 Acceptable Product: MasterProtect HB 200LR by BASF Construction Systems.

13.6 EXECUTION

13.6.1 SURFACE PREPARATION

- 13.6.1.1 Protect adjacent Work areas and finish surfaces from damage during coating system application.
- 13.6.1.2 Ensure that substrate is sound, clean, dry, and free of dust, dirt, oils, grease, laitance, efflorescence, mildew, fungus, biological residues, chemical contaminants, and other contaminants that could prevent proper adhesion.
- 13.6.1.3 Clean surface by using high-pressure water-blasting with or without abrasives added to water stream, to achieve surface with texture similar to 100 grit sandpaper.
- 13.6.1.4 Some stains and surface contaminants may require chemical removal. When chemical cleaners are used, neutralize compounds and fully rinse surface with clean water. Allow surface to dry before proceeding.
- 13.6.1.5 Ensure area being repaired is structurally sound and fully cured.
- 13.6.1.6 Remove blisters and loose or delaminated areas.
- 13.6.1.7 Sand or grind edges of previous coating to ensure adhesion and smooth transition to new material. Sand edges to featheredge.
- 13.6.1.8 Wash down prepared surfaces and allow to completely dry.
- 13.6.1.9 Concrete Surfaces:
 - 13.6.1.9.1 In addition to laitance and contaminants, remove form-release agents or previously applied sealers.
 - 13.6.1.9.2 Remove form tie wires and repair holes, small voids, and spalls using MasterEmaco N 425 repair mortar. Coat any exposed reinforcing steel with MasterEmaco P 124 prior to making repairs.
 - 13.6.1.9.3 Abrasive-blast slick, dense concrete surfaces or use primer approved by manufacturer. Test surface for proper adhesion as specified in Part 1.
- 13.6.1.10 Existing Acrylic Coating Surfaces:
 - 13.6.1.10.1 Sand or grind edges of existing coating to ensure adhesion and smooth transition of new material. Sand edges of area to featheredge.
 - 13.6.1.10.2 Wash down and allow to completely dry.
- 13.6.1.11 Chalky Surfaces: Treat chalky surfaces, as defined by ASTM D4214, Test Method A, with water cleaning and application of BASF MasterProtect P 200.
- 13.6.1.12 Cracks smaller than hairline can be bridged with knife-grade or brush-grade patching compounds.

13.6.1.13 Chip or grind out nonmoving cracks larger than hairline. Remove dust and pack with knife-grade patching compound-BASF MasterProtect FL 746/748. Bridge crack with brush-grade patching compound. Brush narrow band directly into crack using brush, sponge, or other means to match substrate texture and reduce telegraphing of patches through finish coat. On textured substrates, use texturized patching compound to minimize telegraphing.

13.6.2 APPLICATION

13.6.2.1 The material will be applied at a rate of 150 ft² per gallon to reach a minimum of 10 -11 wet mils resulting in a dry mil thickness of 4.5 mils.

13.6.2.2 Brush Application: Use a nylon brush. On open-textured surfaces, thoroughly work coating into pores of surface to fill completely. Brush should only be used for small, inaccessible areas.

13.6.2.3 Roller Application:

13.6.2.3.1 Use a 1/2 inch to 3/4 inch (12.5 mm to 19 mm) nap roller cover (lamb's wool is preferred).

13.6.2.3.2 Completely saturate roller and keep it loaded with coating to build required mils. Never dry roll.

13.6.2.3.3 Roll coating in consistent fanlike pattern to achieve uniform mil thickness.

13.6.2.3.4 Cross roll to achieve uniform thickness and maintain wet edge. Back roll material in 1 direction as stroke variations may result in uneven color and texture.

13.6.2.4 Spray Application: Use spray equipment recommended by spray equipment manufacturer.

13.6.3 CURING

13.6.3.1 Drying time to touch is 2 to 4 hours at 70 degrees F (21 degrees C) and 50 percent relative humidity. Full cure is achieved in 7 days.

13.6.4 CLEANING

13.6.4.1 Clean tools and equipment with soapy water.

13.6.4.2 Clean up and properly dispose of debris remaining on Project site related to application.

13.6.4.3 Remove temporary coverings and protection from adjacent Work areas.

13.7 Paint Coating the Metal - Summary

13.7.1 SUMMARY SECTION INCLUDES APPLICATION OF 1-COAT OF RUST-OLEUM DTM ACRYLIC ENAMEL LOW VOC WATER BASED ACRYLIC FINISH, GLOSS BLACK IN COLOR.

13.7.2 SYSTEM DESCRIPTION

13.7.2.1 Performance Requirements:

- 13.7.2.1.1 Cyclic Prohesion, Rating 1 – 10, 10 = Best: 10 per ASTM D714 for blistering; 9 per ASTM D1654 for corrosion per ASTM D5894 2 cycles, 672 hours
- 13.7.2.1.2 Pencil Hardness: B per ATM D3363.
- 13.7.2.1.3 Conical Flexibility: >33 per ASTM D522.
- 13.7.2.1.4 Coverage Rates: 160 - 270 square feet per gallon (3.9 to 6.6 square m per L).
- 13.7.2.1.5 Wet Film Thickness (WFT): 5 to 8 mils (125 - 200μ).
- 13.7.2.1.6 Dry Film Thickness (DFT): 2 to 3 mils (50 - 75μ).
- 13.7.2.1.7 Accelerated Weathering (%gloss retention): 87% retention (color-Black) per ASTMD4587, QUV, Type A bulb, 450 hours

13.7.3 SUBMITTALS

- 13.7.3.1 Product Data: Substitution requests must be made 10 days prior to bid date. Include manufacturer's technical bulletins and MSDS on each product.
- 13.7.3.2 Submit list of project references as documented in this Specification under Quality Assurance Article. Include contact name and phone number of person charged with oversight of each project.
- 13.7.3.3 Quality Control Submittals:
 - 13.7.3.3.1 Provide protection plan of surrounding areas and non-cementitious surfaces.

13.7.4 QUALITY ASSURANCE

- 13.7.4.1 Qualifications:
 - 13.7.4.1.1 Manufacturer Qualifications: Company with minimum 5 years of experience in manufacturing of specified products and systems.
 - 13.7.4.1.2 Manufacturer Qualifications: Company shall be ISO 9001:2000 Certified.
 - 13.7.4.1.3 Applicator Qualifications: Company with minimum of 5 years experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
 - 13.7.4.1.3.1 Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.
- 13.7.4.2 Field Sample:
 - 13.7.4.2.1 Install at Project site or pre-selected area of building an area for field sample, minimum 4 feet by 4 feet (1.2 m by 1.2 m), using specified system.
 - 13.7.4.2.2 Apply material in strict accordance with manufacturer's written application instructions.
 - 13.7.4.2.3 Manufacturer's representative or designated representative will review technical aspects; surface preparation, repair, and workmanship.
 - 13.7.4.2.4 Field sample will be standard for judging workmanship on remainder of Project.

- 13.7.4.2.5 Maintain field sample during construction for workmanship comparison.
- 13.7.4.2.6 Do not alter, move, or destroy field sample until Work is completed and approved by Owner.
- 13.7.4.2.7 Obtain Owner's written approval of field sample before start of material application, including approval of aesthetics, color, texture, and appearance.

13.7.4.3 Preconstruction Field-Adhesion Testing:

- 13.7.4.3.1 Perform adhesion per ASTM D3359, Measuring Adhesion by Tape, Method A. Minimum adhesion rating of 4A is required on 0 to 5 scale.

13.7.5 DELIVERY, STORAGE AND HANDLING

13.7.5.1 Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.

13.7.5.2 Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

13.7.5.3 Store tightly sealed materials off ground and away from moisture, direct sunlight, extreme heat, and freezing temperatures.

13.7.6 PROJECT CONDITIONS

13.7.6.1 Environmental Requirements: Apply only when the air and surface temperature are between 35 - 100°F (2 - 38°C) and the surface temperature is at least 5°F (3°C) above the dew point. The relative Humidity should not be greater than 95%.

13.8 PRODUCTS

13.8.1 MANUFACTURERS

13.8.1.1 Subject to compliance with requirements, provide products from the following manufacturer:

Rust-Oleum Corporation
11 Hawthron Parkway
Vernon Hills, IL 60061
(877) 385-8155
www.rustoleum.com/inidustrial

13.8.2 MATERIALS

13.8.2.1 One-coat direct-to-metal coating, low VOC (<250 g/l (2.08 lbs. /gal), suitable for use in conditions of high relative humidity and/or low temperatures.

13.9 EXECUTION

13.9.1 PREPARATION

13.9.1.1 Protect adjacent Work areas and finish surfaces from damage during coating system application.

13.9.1.2 Remove all dirt, grease, oil, salt and chemicals contaminates by washing the surface Krud Kutter Original Degreaser, commercial detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry. All surfaces must be dry at time of application.

13.9.1.3 For steel use hand tools (SSPC-SP-2) or power tool (SSPC-SP-3) to remove loose rust, mill scale, and deteriorated previous coatings.

13.9.1.4 Previously coated surfaces must be sound and in good condition. Smooth, hard, or glossy finishes should be scarified by sanding to create a surface profile. Rust-Oleum 3700 system is compatible with most coatings, but a test patch is suggested.

13.9.2 APPLICATION

13.9.2.1 The material will be applied at a rate of 160 - 260 ft² per gallon to reach a minimum of 5 - 8 wet mils resulting in a dry mil thickness of 2 - 3 mils.

13.9.2.2 Brush Application: Use a nylon brush.

13.9.2.3 Roller Application:

13.9.2.3.1 Use a 1/2 inch to 3/4 inch (12.5 mm to 19 mm) synthetic nap roller cover (lamb's wool is preferred).

13.9.2.4 Spray Application: Use spray equipment recommended by spray equipment manufacturer.

13.9.2.5 Air Atomized Sprayer

| Method | Fluid Tip | Fluid Delivery | Atomization Pressure |
|----------|------------------|----------------------|----------------------|
| | | | |
| Pressure | 0.055 - 0.070 | 12 - 16 oz/minute | 25 - 60 psi |
| Siphon | 0.055 - 0.070 | ---- | 25 - 60 psi |
| HVLP | 0.043 - 0.070 | 8 - 10 oz/minute | 10 psi |

13.9.2.6 Airless Sprayer

13.9.2.7 Pressure 1600 – 2400 psi, Tip Size 0.013 – 0.017, Filter Mesh 100

13.9.3 CURING

13.9.3.1 Drying time to touch is 2 to 4 hours at 70 -80° F (21 -27° C) and 50 percent relative humidity. Full cure is achieved in 7 days. Recoat can be completed in 1 – 3 hours.

13.9.4 CLEANING

13.9.4.1 Clean tools and equipment with soapy water.

13.9.4.2 Clean up and properly dispose of debris remaining on Project site related to application.

13.9.4.3 Remove temporary coverings and protection from adjacent Work areas.

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:

REFERENCE INFORMATION:

| Name of Account | Contact Name | Phone Number |
|-----------------|--------------|--------------|
| 1 _____ | _____ | _____ |
| 2 _____ | _____ | _____ |
| 3 _____ | _____ | _____ |
| 4 _____ | _____ | _____ |

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 |
|-------------------------|------------------------|-----------------|
| | | |
| | | |

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 |
|-----------------------|---------|---------------------------------------------|--------------------------------------------|
|-----------------------|---------|---------------------------------------------|--------------------------------------------|

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 |
|----------------------------------|---------|
|----------------------------------|---------|

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.

**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

Base Bid Amount for exterior soffit ceiling painting \$ _____

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 _____

SPECIAL INSTRUCTIONS ON MBE/DBE PARTICIPATION

NOTE: ALL BIDDERS ON THIS PROJECT SHOULD READ CAREFULLY **BJCC - MBE/WBE Participation Plan Framework**

1. General Contractors bidding on this Project are asked to comply with the guidelines for BJCC's MBE/WBE Participation Plan.
2. It's the BJCC's goal to maximize the use of local small, disadvantage and minority owned businesses on all projects. The potential bidder will be required to submit a plan to how they plan to aid The BJCC in accomplishing its diverse business goals.
3. All bidders should be aware that the BJCC establishes goals for MBE/WBE participation. The desired goal for all BJCC projects is 30% MBE/WBE participation. The Contractors bidding on construction projects at the BJCC shall comply with the following guidelines:
 - a. The potential contractor shall submit a completed "Proposed MBE/WBE Participation Plan" (Exhibit #5) with its formal bid package.
 - b. Within 15 days after receiving a "Notice to Proceed", the general contractor shall provide the BJCC's Project Manager and Owner's Representative a list of MBE/WBE subcontractors to whom it has awarded or anticipates awarding subcontracts, along with a description of the scope of work to be performed by each such MBE/WBE firm listed. This step shall be a part of any successful bidder's contract with the BJCC. Failure to comply with the Fifteen (15) day notice requirement as stated above will result in suspension in whole of all future Applications for Payment until the fifteen (15) day notice requirement has been satisfied. Also, as deemed by the Owner, failure to provide the 15-day notice may be considered a material breach of the Construction Contract.
 - c. The General Contractor will provide the BJCC with MBE/WBE participation progress reports in the Format as provided by the Owner (Exhibit 6), at intervals of 25%, 50%, 75%, & 100% of project completion. Reports will include MBE/WBE subcontractors/suppliers having worked on the project or provided materials for incorporation into the project, scope of work or materials supplied by MBE/WBE subcontractors/suppliers, and the amount of participation to date (in dollars). Failure to comply with the interval reporting requirement will result in suspension in whole of all future Applications for Payment until the interval reporting requirement has been satisfied.
 - d. After the job closeout and before the general contractor receives the final payment or retainage, the general contractor shall submit to the BJCC the names of MBE/WBE subcontractors used on the job, along with the scope of work and net dollar amount paid to each such subcontractor. This report shall be a part of any successful bidder's contract with the BJCC. Contractors who fail to achieve satisfactory MBE/WBE participation must maintain documentation that they issued solicitation letters inviting quotes or proposals from MBE/WBE businesses, segmenting portions of the work and specifically describing, as accurately as possible, the portions of the work for which quotes or proposals are solicited from MBE/WBE firms and encouraging inquiries for further details. Such letters must have been sent in a timely manner so as to allow MBE/WBE firms sufficient opportunity to develop quotes or proposals for the work described.
 - e. The supporting documentation above is to be provided to the BJCC's project manager. Failure to provide adequate Reports in the requested Format with supporting documentation may, at the BJCC's sole discretion, be cause for disqualification from bidding on future BJCC projects.
 - f. It shall continue to be the policy of the BJCC not to discriminate against anyone because of race, national origin, religion, sex, or sexual orientation. However, affirmative action to correct the identified vestiges of racial discrimination and segregation is an integral part of this policy of nondiscrimination.

