



**Sheraton Birmingham Hotel**  
 2101 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>Westin Guestroom Chair Replacement</b>
<b>DIRECTOR OF PURCHASING:</b>		Gerald 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 Vendor Information-Open Bids)
<b>ISSUE DATE:</b>		
<b>PRE-BID CONFERENCE:</b> NONE	<b>SEND BID RESPONSE TO:</b> Sheraton Birmingham Hotel Attn: Gerald Austin, Director of Purchasing 2101 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203 <b>Bidders are encouraged to email the Director of Purchasing at <a href="mailto:Gerald.Austin@sheraton.com">Gerald.Austin@sheraton.com</a> 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 Director of Purchasing after 2:00 p.m. on bid date will be retained in the file, unopened.</b>	<b>BID OPENING:</b> Sheraton Birmingham Hotel Jefferson Board Room 1 2101 Richard Arrington Jr. Blvd. North, Birmingham, AL 35203 <b>July 10, 2018 @ 2:00 p.m.</b> Bids will be publicly opened and read aloud. Bids shall be in a <b>sealed</b> 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 <b>duplicate</b> . 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) 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 the 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.

**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 \$500.00 (five hundred dollars) must accompany the Bidder's bid.**

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

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

**Westin Guestroom Chair 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.



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## INVITATION TO BID

### 1 GENERAL SPECIFICATIONS

- 1.1 This will be for the use of Sheraton Birmingham Hotel and The Westin Birmingham; Birmingham, Alabama (hereinafter called the "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 duplicate (THE ORIGINAL BID AND ATTACHMENTS WITH ORIGINAL SIGNATURE AND ONE EXACT COPY OF THE ENTIRE BID RESPONSE). Bidders who fail to follow this format may be disqualified from the evaluation and award phase of the bid.**
- 1.7 Bids having any erasures or corrections must be initialed in ink. Bids must be signed in ink by an official authorized representative.
- 1.8 **All information asked for in this Invitation for Bid, including all documents, procedures, insurance certificates, and any other information asked for, must accompany the bid. Failure to include any asked for information may result in the bid being declared non-responsive.**
- 1.9 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 Proprietary specifications may be waived for functional equivalents offered, if authorized by requesting department.
- 1.13 All costs incurred by Bidders to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this Invitation for Bid, except copyrighted material, shall become the property of HOTEL, regardless if the Bidder is selected.
- 1.14 Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. Any submission modification(s) submitted after the bid opening due date will not be considered.

- 1.15 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 email the Purchasing Manager at [gerald.austin@sheraton.com](mailto:gerald.austin@sheraton.com) to ensure mailed bids have been received, No telephone calls will be accepted.** Similarly, HOTEL is not responsible for, and will not open, any bid response which arrives to the bid opening later than the date and time indicated above. **Late bid responses will be retained in the bid file, unopened.**
- 1.16 Shipping will be F.O.B. Destination, HOTEL, and Birmingham, Alabama. Unit prices quoted must include any and all shipping and handling charges. Any freight claims will be the responsibility of the Bidder.
- 1.17 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.
- 1.18 The Bidder must have necessary business licenses as required by the State, County, and City.
- 1.19 The undersigned certifies that this bid is genuine and not collusive.
- 1.20 Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.
- 1.21 If a single bid response is received for this Invitation for Bid, the bid may be rejected in accordance with Title 41-16-50-a-1 of the Alabama Code. This bid will be opened, but will not be read publically. We may proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidders initial offer will not be disclosed to other bidders prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications of HOTEL are met.

## 2 DISPUTES

- 2.1 Any contract agreement that is issued based on this Invitation for Bid, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials, and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

## 3 PERFORMANCE

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

## 4 PRICE QUOTATION

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

- 4.3 It is the Bidder's responsibility to verify all information and measurements, and to obtain any clarification necessary prior to submitting the bid response. HOTEL is not liable for any errors or misinterpretations made by the Bidder in response to this Invitation for Bid.
- 4.4 **The successful Bidder under the specifications required in this Invitation for Bid shall furnish at its expense, all equipment, labor, overhead, onsite management, taxes, FICA, Worker's Compensation, uniforms, unemployment insurance, tools, supplies, transportation (including fuel surcharge, if applicable), insurance, and other expenses necessary to fully perform any phase of the requirements of this Invitation for Bid. Prices shall remain firm for the term of the contract.**
- 4.5 HOTEL reserves the right to enter into contract negotiations with the selected bidder. If HOTEL and the selected Bidder cannot negotiate a successful contract, HOTEL may terminate negotiations and begin negotiations with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the county arising from such negotiations.
- 4.6 In accordance with the Code of Alabama 1975, Section 41-16-50 (a), in the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm, or corporation deemed to be a responsible bidder, having a place of business within the local preference zone of Jefferson County, Alabama, and the bid is no more than five percent greater than the bid of the lowest responsible bidder, HOTEL may award the contract to the resident responsible bidder.
- 4.7 In the event that, during the term of the agreement, the Successful Bidder is required to increase wages and/or payroll burden costs as a direct result of any determination or action by any Federal, State, or Local Government authority, HOTEL agrees to permit the Successful Bidder to increase its rates proportionally from the date the increase becomes law. The increase(s) cannot be implemented until HOTEL's Purchasing Department receives a new rate schedule and a letter explaining in detail the circumstances necessitating the increase. Bidders should be aware of any and all possible increases in wages, Social Security, Federal, State, and Local taxes which may apply during contract term and make HOTEL aware of same.

## 5 QUANTITIES

- 5.1 Quantities shown are estimates, and are not a guarantee to buy in the amount shown.
- 5.2 Bidder agrees that 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.

## 6 IMMIGRATION LAW COMPLIANCE

- 6.1 **Bidders must provide proof of enrollment in E-Verify as a condition for the award of the contract. Failure to submit a Memorandum of Understanding may eliminate your bid from consideration.**
- 6.2 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## 7 PATIENT PROTECTION AND AFFORDABLE CARE ACT

- 7.1. **Proposers must provide proof of compliance with the Patient Protection and Affordable Care Act (ACA).**
- 7.2. By signing this contract, the contracting parties affirm, for the duration of the agreement, they will be in full compliance of the Patient Protection and Affordable Care Act (ACA). Furthermore, a

contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **8 DISCLOSURE STATEMENT**

- 8.1 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of 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.
- 8.2 **IMPORTANT: It is required that the Disclosure Statement of Relationship Between Bidder and Employees/Officials of HOTEL, Exhibit #3, furnished with this Invitation for Bid, be completed and submitted with your bid. Failure to comply with this request may eliminate your bid from consideration.**
- 8.3 If any owner, officer, partner, board or director member, employee, or holder of more than 5% of the fair market value of the Bidder's firm or any member of their households is an employee of 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.
- 8.4 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.

## **9 REFERENCES**

- 9.1 References are appreciated, but not required.**

## **10 GENERAL LITIGATION DISCLOSURE**

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

## **11 DETAILED CONDITIONS**

- 11.1 Successful Bidder hereby agrees to begin this project as specified in the contract documents on or before a date to be specified in the "Notice to Proceed" by HOTEL and to provide this service at the specified price for period of one year beginning the date of delivery.

### **11.2 INSURANCE**

- 11.2.1 Hold Harmless and Indemnification: Contracting party agrees to indemnify, hold harmless and defend HOTEL, Birmingham-Jefferson Civic Center Authority, Starwood Hotels and Resorts Worldwide LLC and Marriott 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 Compensation claims of employees of company and/or its subcontractors or claims under similar such law or obligations, the payment or non-payment of any taxes relating to any monies paid to the Bidder pursuant to this Agreement, the foregoing provisions, and all liabilities of the Bidder hereunder, shall survive the termination of this Agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of HOTEL, or its employees. **The certificate must include the added additional Insured by Endorsement:**

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

**11.2.1.2 Written cancellation notice.**

11.2.2 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.

11.2.3 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.

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

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

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

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

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

B. Commercial Business Automobile Liability Insurance

1. Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

C. Commercial General Liability Insurance

1. Commercial General Liability Insurance coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, and underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- i. General Aggregate \$2,000,000/Project
- ii. Products, Completed Operations Aggregate \$2,000,000/Project
- iii. Personal and Advertising Injury \$1,000,000/Occurrence
- iv. Each Occurrence \$1,000,000

### **11.3 BONDS**

**11.3.1 A Cashier's Check drawn on an Alabama Bank or a bid bond executed by a Surety company duly authorized and qualified to make such bonds in Alabama, payable to the Westin Birmingham Hotel in the amount of \$500.00 (Five Hundred Dollars), must accompany the Bidder's bid.**

### **11.4 TERMINATION**

11.4.1 This contract may be terminated by HOTEL, with or without cause, upon thirty (30) day written notice to the Bidder regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, HOTEL shall have the right to immediately terminate the contract; Bidder shall forthwith remove any and all of his equipment, tools, and supplies from the premises; Bidder shall be paid for services rendered to the date of termination; and 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.

## **12 DETAILED SPECIFICATIONS**

**12.1 The Hotel's preferred vendor/model is Andover Mills/Model# ANDO4099 31745630 or equivalent.**

**12.2 Upholstery: Pebble Stone**

**12.3 Quantity: 280**



**Exhibit 1**



**Sheraton Birmingham Hotel**  
2101 Richard Arrington Jr. Blvd North  
Birmingham, AL 35203  
205 307 3114



**The Westin Birmingham**  
2221 Richard Arrington Jr. Blvd North  
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**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

**Exhibit 2**



**Sheraton Birmingham Hotel**  
2101 Richard Arrington Jr. Blvd North  
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205 307 3114



**The Westin Birmingham**  
2221 Richard Arrington Jr. Blvd North  
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**Bid Form**

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

The Bidder, in compliance with the Invitation for Bid for **Westin Arm Chair replacement Bid**, 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 and deliver the Arm Chairs to the Westin Birmingham Hotel includes freight and handling.

Westin Arm Chair Replacement \$\_\_\_\_\_ each price

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

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

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

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

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

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

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



# State of Alabama Disclosure Statement

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

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract   
 Proposal   
 Request for Proposal   
 Invitation to Bid   
 Grant Proposal

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

- 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
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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**