NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

ALABAMA A&M UNIVERSITY
NOTICE AND INSTRUCTIONS TO BIDDERS

NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

BID Release Date ................................................... May 5, 2016
Pre-Bid Date .......................................................... May 18, 2016 at 10:00 A.M. CST
Deadline for Submitting Questions ......................... May 20, 2016 at 10:00 A.M. CST
Deadline for Submitting Bids ............................... May 23, 2016 2:00 P.M CST
Proposed Award Contract ...................................... May 30, 2016

Bid No. 2K16-05F

Contact: JEFFREY ROBINSON
Director of Purchasing
Phone: 256.372.8211
Fax: 256.372.5746
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1 GENERAL INSTRUCTIONS
1.1 PROPOSAL SUBMITTAL REQUIREMENTS
A. Proposal should be delivered in sealed envelopes or boxes and must be received no later than 2:00 p.m on May 23, 2016. Pre-bid May 18, 2016 at 10:00 am at site. Envelope or box must be addressed to:

Jeffrey Robinson
Alabama A&M University
Department of Purchasing – Room 305
4900 Meridian Street
Normal, Alabama 35762

B. If attendance at the pre-bid or pre-proposal meeting is mandatory, proposals will only be accepted from those Offerors who are represented at the pre-bid/proposal meeting. Attendance will be evidenced by the representative’s signature on the sign-in sheet. Proposers will not be allowed to admittance 15 minutes after the specified time of the meeting.

C. Sealed bids will be received by the Department of Purchasing, on behalf of the facilities (physical plant) department, in room 305 in the Patton Hall, 4900 Meridian Street, on the 23rd day of May, 2016, until 2:00 pm, o'clock, local time, and then publicly opened and read for the furnishing of all labor and material (where required) and equipment for performing a public works project according to the drawings and specifications.

D. When the amount bid for a contract exceeds $50,000, the bidder must be licensed by the State Licensing Board for General Contractors and must show the Owner evidence of license before bidding or the bid will not be received by the Owner or considered by the Awarding Authority. A bid exceeding the bid limit stipulated in the bidder’s license, or which is for work outside of the type or types of work stipulated in the bidder’s license, will not be considered. In case of a joint venture of two or more contractors, the amount of the bid shall be within the maximum bid limitation as set by the State Licensing Board for General Contractors of the combined limitations of the partners to the joint venture.

E. The University reserves the right to cancel or withdraw in whole the bid at its sole discretion. Offerors will be notified in the event the bid is cancelled via the University Website.

F. Errors and Omissions. The prospective bidder shall not be allowed to take advantage of any errors or omissions in these specifications and attached drawings. Where errors or omissions occur in the specifications and drawings, the bidder shall promptly notify the AAMU representative contact person listed in Section 1.2 A in these specifications. Any request for change orders that meet this section and other sections within these specifications will not be considered for approval.

G. No oral, telephone, or telegraphic responses will be considered.
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H. Bids received after the above cited time will be considered a late bid will not be accepted.

I. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice.

J. Bids shall include the following documentation in the order listed below:

1. Exceptions
   Clearly explain all exceptions to the terms, conditions, and scope of work contained in this BID.

2. Required Forms and Documentation
   All forms must be signed by an authorized signer who is legally able to bind the Bidder (see Attachment A).
   
   a. Bid Sheet
   b. Exceptions to the Scope of Work
   c. Subcontractors
   d. Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
   e. Certification of Restrictions on Lobbying
   f. Alabama Immigration Act E-Verify, Contractor’s E-Verify Clause and Affidavit
   g. Proof of Citizenship Demonstration and Declaration
   h. Verification, Demonstration, and Declaration of Lawfully Present Alien
   i. Disclosure Statement
   j. Certification of Insurance Coverage
   k. Bid Bond

1.2 INQUIRIES, REQUESTS OF CLARIFICATION, & ADDENDUM

NOTE: Before submitting a bid for the Work, the bidders shall carefully examine the Bid Documents, visit the site, and satisfy themselves as to the nature and location of the Work, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site and any other work being performed thereon at the time of submission of their bids. They shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Work for which they submit their bids. The submission of a bid shall constitute a representation by the bidder that the bidder has
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made such examination and visit and has judged for and satisfied himself or herself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements involved.

Explanations and interpretations, should any bidder observe any ambiguity, discrepancy, omission, or error in the drawings and specifications, or in any other bid document, or be in doubt as to the intention and meaning of these documents, the bidder should immediately report such to the Architect and request clarification. Clarification will be made only by written Addenda sent to all prospective bidders. Neither AAMU nor the AAMU representative shall be responsible in any manner for verbal answers or instructions regarding intent or meaning of the Bid Documents. In the case of inconsistency between drawings and specifications or within either document, a bidder will be deemed to have included in its bid the better quality or greater quantity of the work involved unless the bidder asked for and obtained the Owners written clarification of the requirements before submission of a bid.

A. All technical inquiries regarding this request should be directed, via email, to Mr. Brian Shipp, Director of Facilities Administration and Planning brian.shipp@aamu.edu, 256.372.4276. No inquiries may submitted after 5 days prior to bid opening.

B. Answers to questions that are in the interest of all proposers will made in available in writing, email, or by fax as appropriate to all proposers.

C. Questions and answers will be posted in the form of an addendum on the University’s website and sent to all prospective Proposers who attend the mandatory pre-proposal conference. Oral responses provided by the University at the pre-proposal meeting shall not be considered official until posted on the website.

D. It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum will be published on the university’s facilities website www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx in the banner titled “Information for Current Projects”.

1.3 TERMS AND CONDITIONS

A. Terms of Contract

1. The Contract is for the specific project proposed for the services to be performed.

2. The term shall begin with the execution of the Notice to Proceed.

3. Section 39-1-1(f) of Code of Alabama provides that the contractor shall, immediately after project completion of the contract, give notice of the completion by
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advertisement in a newspaper of general circulation published in within the city or county in which the work has been done.

B. Type of Contract

This is a firm-fixed price Contract.

C. Conformity with Scope of Work

All deviations from the scope of work shall be authorized in writing by the University. It is further agreed that no extra compensation for labor shall be allowed for services evidently necessary within the general intent of these specifications for the thorough delivery of services.

1.4 SITE INSPECTION

Proposed site is open for scheduled inspection by Bidders. A Bidder’s failure to inspect the station sites shall not bar or be an excuse for non-performance arising out of or based on the site conditions.
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The location is Normal Hills Building 7 located at 115 Chase RD, Huntsville, AL 35811. Bidders are required to visit the site to ascertain pertinent conditions readily determined by inspection and inquiry, such as location, accessibility and general character of site.

1.5 INTENT OF THE DOCUMENTS

It is the intent of the specifications to describe a complete project to be fulfilled in accordance with the Contract Documents. The specifications are so drafted as to indicate the conditions existing to the best knowledge and belief of the Owner, but are not guaranteed 100 percent accurate. Should any inconsistency or error appear or occur in the specifications, it is the contractor’s responsibility to report it to the Owner or owner’s administrator and obtain proper adjustments before proceeding with the work. The Contract Documents comprise the entire agreement between the Owner and Contractor. They may be altered only by a written modification properly executed by the Owner and Contractor.

1.6 CONTRACTOR’S RESPONSIBILITIES

The site is available to prospective bidders for the inspection and examination of the area and conditions under which the work is to be performed. Prior to the bid, the prospective bidders will notify the Owner of any conditions detrimental to the timely and proper accomplishment of the work. Lines shown on plans are for bidding purposes only. The successful bidder shall be responsible for taking of all field measurements for the proper installation of all materials.

Errors and Omissions. The prospective bidder shall not be allowed to take advantage of any errors or omissions in these specifications and attached drawings. Where errors or omissions occur in the specifications and drawings, the bidder shall promptly notify the contact person listed in the “Notice to Bid”, and report the identified errors or omissions. Inconsistencies in the specifications or drawings are to be reported in a timely manner before the bids are submitted to Brian Shipp Director of Facilities and Administrative Services at AAMU.

It shall be the responsibility of the contractor to provide personnel to meet the perspective code-enforcement inspectors on-site for all required code inspections. When the inspector’s access to the project’s area, that must be inspected, is not continually manned by the owner’s personnel during regular business hours, it is the contractor’s responsibility to notify the owner’s representative, in advance, to gain access.

The contractor entering into a public works contract shall before commencing work, shall provide a performance bond, with penalty equal to 100 percent of the contract price. In addition, another bond payable to the municipality letting the contract shall be executed in an amount not less than 50 percent of the contract price as per the provisions in the Code of Alabama 39-1-1.

The Contractor shall supervise and direct the work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and
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procedures throughout this project. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.

Design, Permits, and Fees.

1. If required by code or the Authorities Having Jurisdiction, the Contractor shall provide design and necessary design documents for all work in these specifications and indicated on the attached drawings. Design documents must be prepared and stamped by the appropriate professional designer as required by state and local codes. All designs shall incorporate all code requirements and the special requirements set forth in the appropriate sections of this document. All costs associated with these requirements shall be the responsibility of the Contractor.
   a. The design and design documents must be submitted to and approved by the Owner prior to submittal to the Authorities Having Jurisdiction.

2. If required by code or the Authorities Having Jurisdiction, the Contractor shall be responsible for obtaining all licenses and permits, and the payment of all required fees. Copies of all permit applications shall be submitted to the Owner’s representative prior to the start of the project. Copies or proof of all final inspection approvals by the Authorities Having Jurisdiction shall be furnished to the Owner’s representative prior to final acceptance.

3. It shall be the responsibility of the contractor to provide personnel to meet the perspective code-enforcement inspectors on-site for all required code inspections. When the inspector’s access to the project’s area, that must be inspected, is not continually manned by the owner’s personnel during regular business hours, it is the contractor’s responsibility to notify the owner’s representative, in advance, to gain access.

Work once started shall be diligently carried out toward completion. All work shall be done in a workmanship-like manner in accordance with standard practices, local codes and ordinances, applicable statutes and in accordance with manufacturer’s recommendations, where applicable.

1.7 LABOR, MATERIALS, AND EQUIPMENT

Contractor shall provide competent, suitably qualified personnel to perform the services as required by the Contract Documents.

Contractor shall furnish all equipment, labor, transportation, machinery, tools and all other facilities and incidentals necessary for the execution, initial operation and completion of the work.
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All materials and equipment to be installed shall be new and shall be applied, installed, connected, cleaned and conditioned in accordance with the instructions of the manufacturer, except as otherwise provided in the Contract Documents.

1.8 PERFORMANCE AND COMPLETION OF WORK

The Contractor shall furnish sufficient forces and equipment as may be necessary to insure the progress of the work in accordance with the Contract Documents. If, to maintain satisfactory progress, it is necessary to increase the work force or to work overtime, such additional work shall be without additional cost to the Owner.

Failure of the Contractor to comply with the requirements of the Contract under this provision will be grounds for determination by the Owner that the Contractor is not pursuing the work with such diligence as will insure completion within the specified time limits. Upon such determination by the Owner, it may terminate the Contractor’s right to proceed with the work.

1.9 SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and shall comply with all requirements and regulations of OSHA/MIOSHA.

1.10 OWNER RESPONSIBILITIES

The University reserves the right to add or delete services under this Contract by written amendment executed by both parties.

1.11 CONTRACT MODIFICATION PROCEDURE

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

MINOR CHANGES IN THE WORK

Owner will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

PROPOSAL REQUESTS

Owner-Initiated Proposal Requests: When requested by the Owner, the Contractor will draft a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
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1. Proposal Requests by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   
a. Include costs of labor and supervision directly attributable to the change.
   
b. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include costs of labor and supervision directly attributable to the change.

3. Include an updated Contractor’s Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

CHANGE ORDER PROCEDURES

A Change Order will be issued upon the Owner's approval of a Proposal Request. Contractor request for change orders that are due to errors and omissions will not be approved.

1.12 LITIGATION AND NOTIFICATION

A. The Contractor shall notify the University if any of the following occur:
   
   1. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract.
   2. Proceedings are commenced which could lead to revocation of related permits or licenses.
   3. Permits, licenses or other Government authorizations relating to this Contract are revoked.
   4. Litigation is commenced which would affect this Contract.
1.13 SUBCONTRACTING

A. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall identify in the proposal, the names, qualifications and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract shall be subject to approval by the University.

B. No portion of the work shall be subcontracted without prior written consent of the University, and any Subcontractors must be identified as per the paragraph above.

C. The Contractor shall submit to the University for approval and attachment to this Contract, a list of Subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of the University. The Contractor shall notify the University within five calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor information and other information as requested.

D. Proposed substitutions must have comparable qualifications and experience to those being replaced. The University will notify the Contractor within ten calendar days after the receipt of all required information if this change is approved and the University and the Contractor shall subsequently amend the required Contract documents.

2 EVALUATION CRITERIA AND CONTRACT AWARD

2.1 EVALUATION CRITERIA

A. The University will receive proposals from firms having specific experience, resources, and qualifications in the proposed scope of work.

B. Until the final award by Alabama A&M University, said University reserves the right to reject any and/or all BIDs, to waive technicalities, to re-advertise, or to proceed otherwise when the best interest of said University will be realized hereby.

2.2 PROTEST OF AWARD

Any protest by a bidder must be timely and in conformance with applicable procurement regulations. The fifteen (15) day protest period for a responsive Bidder shall begin on the day following the University’s written notification to all responding bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this bid by the University. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:
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Jeffrey Robinson
Purchasing Department
Alabama A&M University
305 Patton Hall
4900 Meridian Street
Normal, Alabama 35762
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SCOPE OF WORK GENERAL

SUMMARY

A. This Section includes the following:
   1. Work covered by the Contract Documents. (Scope of Work)
   2. Material Specifications
   3. Time of Completion
   4. Use of premises.

WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Palmer Residence Hall.

B. Project Location: 325 Buchanan Way NE, Normal, Alabama 35762.

C. Owner: Alabama A&M University, Normal, Alabama 35762.

D. Owner’s Representative. The Owner will designate, at the time the purchase order is issued to the Contractor, the names and telephone numbers of its representatives. These will serve as the point of contact between the Contractor and Owner.

E. Project will be constructed under a single contract.

SCOPE OF WORK

The Contractor is to provide 100% of the necessary labor, services, equipment, and materials in the apartment renovation.

Renovation shall total 36 to include a combination of one and two-bedroom apartments to match existing units. Note: Apartments will not be occupied at the time of renovation. Apartments may have University furniture and appliances that will need to be moved and protected during the renovation.

Include the sum of $10,000.00 for Plumbing Contingency Allowance. Contingency Allowance shall be used solely at the Owner’s project representative.

Include the sum of $10,000.00 for Mechanical Contingency Allowance. Contingency Allowance shall be used solely at the Owner’s project representative.

Include the sum of $10,000.00 for Electrical Contingency Allowance. Contingency Allowance shall be used solely at the Owner’s project representative.
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Include the sum of $25,000.00 for Door Contingency Allowance. Contingency Allowance shall be used solely at the Owner’s project representative.

All allowances shall be covered in the bid amount.

All changes covered by Contingency Allowance will be approved by the Owner in writing.

Funds will be drawn from the Contingency Allowance by change order prior to project completion.

At project completion funds remaining in the Contingency Allowance will be fully credited to Owner by deductive change order.

Conform to latest edition of governing codes, ordinances, or regulations of city, county, state, or utility company having jurisdiction. Where local codes are not applicable, conform to the Standard Plumbing Code; Standard Mechanical Code; Standard Fire Prevention Code and National Electrical Code.

BEDROOMS, KITCHEN, BATHROOM, LIVING ROOM, HALLWAY, CLOSETS, ENTRY, DINING ROOM

Remove and Replace Window 1/2 “ Vertical Blinds (Metal)

Remove and Replace 2 ton HVAC split unit and coil

Remove and Replace 28 gallon water heater and piping

Paint Walls, Doors, Baseboard, Shoe Molding, Closet Shelving, Window Opening and Ceiling (2 coats)

Remove popcorn ceiling texture and patch to smooth ceiling

Remove, Prepare and Replace Carpet and Tile with new flooring throughout

Remove and Replace all light fixtures

Detach and Reset Heat/AC Register

Prime and Paint Heat Register

Remove and Replace all wall switches and duplex outlets and covers

BATHROOM
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Remove and Replace Towel Bar
Remove 42” vanity and Replace with 36” vanity
Remove and Replace Formica Vanity Countertop
Remove and Replace P-trap Assembly
Remove and Replace Sink
Remove and Replace Bathroom sink and tub faucet
Remove and Replace Toilet with seat
Remove and Replace Mirror ¼” Plate Glass
Remove and Replace Cove Base Molding and Shoe Molding
Remove, Prepare and Replace Vinyl Floor Covering
Remove and Replace Fiberglass tub & shower combination
Remove and Replace Shower curtain rod
Paint Walls, Doors, Door Slab, Window Opening and Ceiling (2 coats)
Provide access panels to all plumbing
Provide new ¼ turn cut-offs

KITCHEN
Remove and Replace Cabinets (base, wall and full height units)
Remove and Replace Formica countertops
Remove and Replace garbage disposal
Remove and Replace P-trap assembly
Remove and Replace Sink with Double Sink to match kitchen
Remove and Replace Kitchen sink faucet
Remove and Replace Cove Base and Shoe Molding
Remove ice maker water line and patch wall
Remove, Prepare and Replace Vinyl Floor Covering
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Paint Walls, Doors, Door Slab, Window Opening and Ceiling (2 coats)
Remove and Replace Dishwasher
Remove and Replace Range
Remove and Replace Refrigerator
Remove and Replace Range Hood

The Contractor may be responsible for moving, and returning to its original place, all furniture and fixtures (e.g., oven, refrigerator, furniture, etc.) as needed for the successful completion of the contract. All apartments are to be move-in ready.

The Contractor shall provide the Director, or designees, with samples of flooring to include vinyl floor covering, as well as moldings for color approval and, prior to scheduling any work.

MATERIAL SPECIFICATIONS AND SUBMITTALS PROCESS

Submittals are required at time of bid. All items below shall be included with bid.

Submittals will be reviewed by Owner

Identification: Place a permanent label or title block on each submittal for identification.

Include the following information on label for processing and recording action taken:

- Project name.
- Date.
- Name and address of Contractor.
- Name and address of supplier.
- Name of manufacturer.
- Other necessary identification.

Deviations: Highlight, encircle, or otherwise specifically identify deviations

Additional Copies: Unless additional copies are required for final submittal, and unless Owner observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

Re-submittals: Mark submittals as "re-submittals” in same form and number of copies as initial submittal.
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Distribution: Contractor shall furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

Use for Construction: Use only final submittals with mark indicating Owner’s approval.

Contractor shall submit in a closeout binder all submittals and operation instructions and any other information deemed necessary for products installed.

A. Mechanical Specifications:
   Lennox 2 ton split, condenser model no: 14ACX-024-230, fan coil model no. CBX25UH-024, with 10KW electric heat, digital thermostat or Goodman or approved equal.
   ProMax 28-Gallon Electric blanketed water heater, model no. ENLB-30 or approved equal.

B. Lighting Specifications:
   Bathroom: Hampton Bay 3-light chrome flushmount raceway bath bar light model no: EW553CH
   Closet and Hall: Hampton Bay 1-light white globe flushmount model no. JO204H
   Bedroom: Hampton Bay 2-light white interior ceiling semi flush mount light with glass model no. 6620100
   Kitchen: Westinghouse 2-light ceiling fixture chrome interior flushmount with white and clear glass model no. 6624000
   Living/Dining Room: Westinghouse 2-light fixture white interior flushmount with frosted swirl glass model no. 6430000

C. Flooring Specifications:
   All Floor Areas: TrafficMASTER Allure, oak resilient vinyl plank flooring model no. 10011053

D. Plumbing Specifications:
   Aquatic 60in x 30in x 72in, 2-piece drain direct-to-stud tub/shower wall white model no. 2603302PPCR-WH
   Delta foundations single-handle 1-spray tub and shower faucet in chrome model no. B114900
   Kohler Highline classic complete solution 2-piece 1.28gpf single flush elongated toilet in white, model no. K-11499-0
   Glacier Bay Aragon self-rimming drop-in bathroom sink in white, model no. 13-0012-4WHD
   Delta Classic 4in center set 2-handle bathroom faucet in chrome with metal pop-up assembly, model no. 2522LF-MPU
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Glacier Bay top mount 33in 3-hole double bowl kitchen sink, model no. SM560-620
Delta Foundations 2-handle standard kitchen faucet in chrome, model no. 21987LF
InSinkErator Badger 5, ½ hp continuous feed garbage disposal, model no. BADGER5

E. Cabinets, and Counter Tops Specifications:

Hampton Bay, Shaker Cognac (SCOG)

- Wall Cabinets: 1530, 1830, 2430, 3615, 3018 one each
- Base Cabinets: 18, 24, 36SB kitchen, 36SB bath one each
- Specialty: 1884 Pantry, DW end panel, 3 inch filler, toe kick, shoe trim, end panel veneer
- Formica, Almond, matte finish 920-58

F. Appliances and Miscellaneous Specifications:

- Amana, front control dishwasher in white with triple filter wash system, model no. ADB1100AWW
- GE 5.0cuft electric range with self-cleaning oven in white, model no. JB255DJWW
- Whirlpool 33in, 20.5cuft top freezer refrigerator in white, model no. WRT311FZDW
- NuTone RL6200 30in non-vented range hood in white, model no. RL6230WH
- Glacier Bay 60in aluminum builders shower rod in chrome, model no. HD14016
- Glacier Bay Futura 21in towel bar in chrome, model no. 924-CP

REGULATIONS AND CODES

It is the responsibility of the Contractor to ensure that all work conforms to the manufacturer’s requirements of these materials and methods of installation conform to the requirements of these specifications, as well as with all local, state and federal ordinances/regulations/codes pertaining to this type work.

COORDINATION AND SCHEDULING

The Director, or designee, under whose direction the service will be performed shall be consulted as to the manner of starting and carrying out service to cause no interference or interruption with the proper execution of University business.
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All work will be performed Monday through Friday between the hours of 6:00 am and 6:00 pm.

The work schedule should be arranged to ensure minimal inconvenience to the residents and the staff.

GENERAL CONDITIONS

It is the intent and purpose of these specifications that the Contractor provides the necessary labor, services, equipment, and materials to furnish all work in accordance with these specifications.

A meeting is to be scheduled with the contractor, after University has issued the notice to proceed and prior to the commencement of the service.

Use skilled workers who are thoroughly trained and experienced in the necessary craft and completely familiar with the specified requirements and method needed for the proper performance of this work.

Prior to bidding, carefully examine all specifications and survey existing site conditions. Resolution of conflicts with code requirements or site conditions shall be the responsibility of the Contractor. By act of submitting a bid, therefore, no extra payment will be allowed for work, which is not included in this proposal, due to failure to thoroughly examining the premises.

Change Order Procedure in all change orders the Contractor shall:

- Analyze the describe change and its impact on cost and time.
- Secure the required information and forward it to the Director, or designee, for review.
- Meet with the Director, or designee, as required to explain costs, and when appropriate, determine other acceptable ways to achieve the desired objective.
- Avoid such work until written approval, through and amended contract and a notice to proceed is issued by the University.
- Contractor shall not commence work on a change order based on a verbal approval.

PROTECTION

The Contractor is responsible for the Safety and good condition of all materials and equipment.

The Contractor is responsible for the Replacement of all damaged or defective materials.

The Contractor is responsible for the observation of and conforming to all applicable safety regulations, including those required by owner.

The Contractor is responsible for the use and maintenance of suitable protection devices, lights, and warning signs for protection of the public and employees from work under this section.
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The Contractor is responsible for the Resolution, to the satisfaction of the University, of all allegations brought to the attention of the University and relating to theft of, or damage to, the property. In order to resolve the situation to the satisfaction of the University, the Contractor is required to cooperate with staff of the University including, but not limited to, Public Safety and/or Housing Services.

WORKMANSHP

The importance of performing this renovation in a safe, punctual, and workmanlike manner demands that the work be performed by a firm who has satisfactorily provided such work to the degree specified herein; and which can show that is has available under its direction, employment, and supervision, sufficient employees to fulfill the contract in a timely manner; and is a reasonable distance from the University to properly fulfill all of the services and condition required under this specification of work.

Execute all work in a skillful manner and comply with the latest minimum standard of the industry. Finish service shall present a neat appearance and be complete. The Director, or designee, is sole judge as to whether execution is in a worker like manner.

The Contractor shall be liable to the University for all damages to University property resulting from performance of this contract.

The Contractor shall provide on-site supervision for the entire time that employees of the contractor are on-site for the performance of this contract.

SPECIFICATIONS

The Contractor shall be responsible for the removal and disposal of all existing flooring to include vinyl floor covering as well as moldings.

The Contractor shall be responsible for moving and returning to its original place, including but not limited to, all furniture and fixtures.

Flooring the removal of existing flooring, all sub-flooring shall be cleaned of any foreign material and cleaned to ensure proper adhesion of new flooring. All floors shall be repaired and leveled prior to installation; preparation shall meet or exceed the material manufacturer’s instruction.

All work to be performed in a professional manner by a Contractor possessing a valid contractor’s license.

All installations shall be performed per the manufacturer’s specifications.

The Contractor is responsible to provide all materials and information for proper installation, maintenance, and appearance of all finished work.

All vinyl-flooring installations shall have consistent pattern direction.
Upon the completion, work area(s) must be left in a clean condition and restored to its original appearance.

1.3 TIME OF COMPLETION

A. The work shall be completed within 60 work days after issuance of a “notice to proceed”. This completion time will be extended should unforeseen problems create bona fide and unavoidable delays in the diligent pursuit of the project completion. Should the completion date elapse, the contractor may be assessed $500.00 in agreed damages per day until the projects are completed.

B. Owner’s representative shall issue the “notice to proceed” at the time of scheduled pre-construction conference. The total amount of working days of project has been designed to include lead time for manufacturing materials, ordering equipment, professional design, and all aspects to satisfy the time of completion.

1.4 USE OF PREMISES

A. Work on this AAMU campus may be conducted as follows:
   1. Should the contractor desire to work outside of the above hours, a request must be submitted at least 48 hours in advance of the desired work period.

B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

C. Owner Occupancy: Allow for Owner occupancy of Project site.
   1. Driveways and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   2. Schedule deliveries to minimize use of driveways and entrances.
   3. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

EXCEPTIONS TO SCOPE OF WORK / BID SHEET

The Bidder shall state whether it accepts the Scope of Work or if exceptions are taken. Company Name: ____________________________________________________________

Check one:

____ accepts the Scope of Work as presented in this solicitation and takes no exceptions.

____ takes exceptions to the Scope of Work. Exceptions are specifically identified on the attached pages.

BID SHEET

The undersigned agrees to enter into an agreement with the Owner to provide the services described for: Normal Hills Building 7 Apartment Renovation as per specifications.

$ ________________________
(above amount in words)

Allowances:

$10,000.00 for Plumbing
$10,000.00 for Mechanical
$10,000.00 for Electrical
$25,000.00 for Doors

TOTAL: $ ________________________
(above amount in words)

Pricing for one bedroom apartment Total:__________________
Pricing for two bedroom apartment Total:__________________

X ________________________
REQUIRED DOCUMENTS

CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSIONS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

CERTIFICATION OF INSURANCE COVERAGE

SUBCONTRACTORS

ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR’S E-VERIFY CLAUSE AND AFFIDAVIT

AFFIDAVIT 1

AFFIDAVIT 2

Proof of Citizenship Demonstration and Declaration

Verification, Demonstration, and Declaration of Lawfully Present Alien

W-9

Disclosure Statement
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

BID BOND

The **PRINCIPAL** *(Bidder’s Name and Address)*

The **SURETY** *(Name and Principal Place of Business)*

The **OWNER** *(Name and Address)*

The **PROJECT** for which the Principal’s Bid is submitted: *(Project name as it appears in the Bid Documents)*

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the **PENAL SUM of five percent (5%) of the amount of the Principal’s bid, but in no event more than Ten-thousand Dollars ($10,000.00)**.

**THE CONDITION OF THIS OBLIGATION** is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

**NOW, THEREFORE**, if, within the terms of the Bid Documents, the Owner accepts the Principal’s bid and the Principal thereafter either:

(a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the form contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or

(b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal’s Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder,

then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal’s bid, and the Surety does hereby waive notice of any such extension.

**SIGNED AND SEALED** this day of , .

**ATTEST**

**PRINCIPAL:**

By ______________________________________
________________________________________
Name and Title

**SURETY:**

By ______________________________________
________________________________________
Name and Title
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSIONS

(The Contractor) or ___________________________ (Subcontractor) __________________________
certifies, by submission of this bid/proposal, that neither it nor its principals are presently
debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from
participation in this transaction by an federal department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this
certification, such participant shall attach an explanation to this bid/offer).

(The Contractor) or ___________________________ (Subcontractor) __________________________
certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or
with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are
applicable thereto.

Signature of Authorized Official ________________________________________________
Typed Name ________________________________________________________________
Title of Authorized Official ____________________________________________________
Date ________________________________________________________________
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, hereby certify on behalf of________________________________________that:

(Name of Firm/Contractor Official)________________________________________

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. No federal assistance funds shall be used for activities designed to influence Congress or State Legislature on legislation or appropriations, except through proper, official channels.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contract under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Executed this ________________day of ____________, 2016
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

CERTIFICATION OF INSURANCE COVERAGE

I, hereby certify on behalf of _________________________________ that:

(Name of Firm/Contractor Official) _________________________________

In accordance with the Contract terms, if awarded the Contract, the organization and any Subcontractors will have the required insurance coverages prior to the Contract award. I further certify that the organization and any Subcontractors shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Alabama.

Executed this ___________________________ day of _____________, 2016

By _________________________________

Typed Name _________________________________

Title _____________________________________
Proposers shall identify any Subcontractors and the type of work anticipated to be performed during the term of the Contract.

Make additional copies of this page as necessary.

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<thead>
<tr>
<th>Firm #1</th>
<th>Address</th>
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<td>Contact</td>
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<td>Telephone</td>
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<td>Location of the work to be performed</td>
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<td>Estimated dollar amount of work to be performed $</td>
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<td>Type of work to be performed</td>
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ALABAMA IMMIGRATION ACT E-VERIFY CONTRACTOR’S E-VERIFY CLAUSE AND AFFIDAVIT

Effective immediately, this notice shall be included in all Requests for Proposals (BIDs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012. Complete Affidavit 1 or 2.

E-VERIFY – NOTICE (BID)
The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. A response to this BID/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly Page 21 of 27 suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

E-Verify Affidavit
Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30” (also known as and hereinafter referred to as “the Alabama Immigration Act”) is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

AFFIDAVIT 1

I, ____________________________, a duly authorized officer or agent of ____________________________(contractor), do execute this affidavit on behalf of ____________________________(contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

______________________________
Name of Contractor

______________________________
Signature of Authorize Officer or Agent of Contractor

______________________________
Title of Authorized Officer or Agent of Contractor

______________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___________ DAY OF ___, 2016.

______________________________
Notary Public

My commission Expires: ________________________
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

AFFIDAVIT 2

I, ________________________________, a duly authorized officer or agent of ________________________________ (contractor), do execute this affidavit on behalf of ________________________________ (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as “E-verify”, web address https://e-verify.uscis.gov/enroll operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

__________________________
E-Verify Employment Eligibility Verification User Identification Number

______________________________
Name of Contractor

______________________________
Signature of Authorize Officer or Agent of Contractor

______________________________
Title of Authorized Officer or Agent of Contractor

______________________________
Printed Name of Authorized Officer or Agent
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE__________DAY OF___2016.

________________________________________
Notary Public
My commission Expires:____________________
NORMAL HILLS BUILDING 7 APARTMENT RENOVATIONS

Proof of Citizenship Demonstration and Declaration
(To be provided with Affidavit Form 1)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- **Driver’s license or non-driver’s identification card** (issued by Alabama or the division of motor vehicles or the equivalent governmental agency of another state within the United States if the agency indicates on the applicant’s driver’s license or non-driver’s identification card that the person has provided satisfactory proof of United States citizenship).

- Birth certificate.

- **Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant’s passport number).

- **United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).

- **Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).

- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.

- Consular report of birth abroad of a citizen of the United States of America.
☐ Certificate of citizenship (issued by the United States Citizenship and Immigration Services).

☐ Certification of report of birth (issued by the United States Department of State).

☐ American Indian card, with KIC classification, (issued by the United States Department of Homeland Security).

☐ Final adoption decree (showing the applicant’s name and United States birthplace).

☐ Official United States military record of service (showing the applicant’s place of birth in the United States).

☐ Extract from a United States hospital record of birth (created at the time of the applicant’s birth indicating the applicant’s place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, ________________________________ , (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

______________________________ (Declarant’s Signature and Date)
Verification, Demonstration, and Declaration of Lawfully Present Alien  
(To be provided with Affidavit Form 1)

A. SAVE Verification. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows:________________________: and (2) a **copy of non-citizen immigration documents**.

B. Presumptive Lawful Presence. In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items. Page 25 of 27

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person’s current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- [ ] A valid, unexpired Alabama driver’s license.
- [ ] A valid, unexpired Alabama non-driver identification card.
- [ ] **A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- [ ] **Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- [ ] **A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer’s admission to the United States).
☐ A foreign passport issued by a visa waiver country (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer’s admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, _______________________________, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

____________________________________ (Declarant’s Signature and Date)
Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.
Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)
Vendor Disclosure Statement Information and Instructions

Act 2001-955 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. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exits, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse’s parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee’s income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.
W-9

Contractors shall visit the site address below to complete the W-9 Request for Taxpayer Identification Number and Certification:

State Of Alabama
Disclosure Statement
(Required by Act 2001-955)

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.

<table>
<thead>
<tr>
<th>STATE AGENCY/DEPARTMENT</th>
<th>TYPE OF GOODS/SERVICES</th>
<th>AMOUNT RECEIVED</th>
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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.

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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.)

<table>
<thead>
<tr>
<th>NAME OF PUBLIC OFFICIAL/EMPLOYEE</th>
<th>ADDRESS</th>
<th>STATE DEPARTMENT/AGENCY</th>
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</thead>
</table>
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.)

<table>
<thead>
<tr>
<th>NAME OF FAMILY MEMBER</th>
<th>ADDRESS</th>
<th>NAME OF PUBLIC OFFICIAL / PUBLIC EMPLOYEE</th>
<th>STATE DEPARTMENT / AGENCY WHERE EMPLOYED</th>
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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.)

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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.)

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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:

<table>
<thead>
<tr>
<th>NAME OF PAID CONSULTANT / LOBBYIST</th>
<th>ADDRESS</th>
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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

Act 2001-955 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.
GENERAL CONDITIONS

1. Award: Alabama Agricultural and Mechanical University reserves the right to accept or to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as bidder’s service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. Bids may be awarded either item by item or in products groups, or all or none, whichever appears to be in the best interest of the University. The University reserves the right to waive any or all formalities.

2. Bid Withdrawal: No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after issuance of purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default refer to “Default of Contractor”.

3. Prices and Payment Terms: Bidders should quote applicable cash discounts. The University will not take into consideration bid evaluation any cash discount of less than thirty (30) days duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing “payment in advance” or “C.O.D.” requirements may be rejected.

4. Applicable Law: It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

5. Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970. No 2006, and its regulations in effect or proposed as of the date of this bid.

6. The furnishing of materials, supplies, equipment or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America and Public Law 89-362, 89th Congress, the “Civil Rights Act of 1964”.

7. Non-Collusion: Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.

8. New Products: Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer’s standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.

9. Bonds: Bid and performance security bond, when required, will be indicated.

10. Bid Submission: Failure to submit a bid on the official AAMU form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

11. All information shall be entered in ink or typewritten in the appropriate space on the form. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

12. All bids must be signed. Failure to do so will result in rejection of the bid.

13. Delivery: Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

14. Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order.

15. Failure to deliver within the time vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to “Default of Contractor”.

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16. All prices quoted are to be F.O.B. delivered to Alabama agricultural and mechanical university, Central Receiving Building, 3409 Meridian Street, Huntsville, Alabama, 35811 (unless another F.O.B. point is stated by the University on bid form.) The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated. If you are not quoting a delivered price, indicate your shipping point, and provide shipping cost for evaluation purposes.

17. Bid Terms: Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.

18. Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

19. Bids are Public Record: All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

20. Standards of Quality: When a material, article or piece of equipment is identified in these specifications by reference to manufacturer’s or vendor’s name, trade name, catalog and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed is in the opinion of the Purchasing Agent of equal substance and function it shall not be purchased or installed by the contractor without the Purchasing Agents’ written approval.

21. The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical data to enable AAMU to determine if the product offered meets the requirements of the Invitation. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an “Equal” product, such bid will be considered to offer the brand name product referenced in the Invitation. Alabama Agricultural and Mechanical University will be sole judge of EQUAL items bid.

22. Vendor Authorization: Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.

23. Default of Contractor: Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.

24. Fiscal Funding Clause: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

25. Contract Cancellation: The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations for cause, including, but not limited to, the following: (1) failure to deliver within the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.

26. Warranties: Should merchandise described on this bid contain a manufacturer’s warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state “NO WARRANTY COVERAGE”. Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

27. Disclosure Statement: The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractor/principal and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.