

GENERAL MOVING SERVICES



OFFICE OF FACILITIES & CAPITAL PROJECTS

A L A B A M A A G R I C U L T U R A L & M E C H A N I C A L U N I V E R S I T Y

BID Release Date February 1, 2022

Deadline for Submitting Questions.....February 23, 2022 at 12:00 P.M. CST

Deadline for Submitting Bids..... March 2, 2022 at 2:00 P.M CST

Bid No. 2K22-02F

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at the office of Jeffery Robinson, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Wednesday March 2, 2022 for

General Moving Services

at which time and place they will be publicly opened and read.

Specifications may be examined at the office of Alabama A&M Facilities Department, 453 Buchanan Way, Normal, AL 35762 and AAMU Facilities site (www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx)

A Pre-Bid Conference will not be held.

Questions shall be submitted via email only to brian.shipp@amu.edu by 12:00 P.M. CST February 23, 2022.

Bids must be submitted on proposal forms furnished by the Owner, or copies thereof.

Alabama A&M University

PROPOSAL FORM

To: Alabama A&M University in Normal AL

Date: _____

In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: General Moving Services

in accordance with Specifications, prepared by Alabama A&M University.

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the scope of the Work, having become fully informed, and that it has examined the Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

Sales Tax: All bids are to include sales taxes, including Base Bid and Alternates. Provide for each price, the sales tax amount for each itemized cost, at the location noted, for Owner's use.

BASE BID: For moving services complete as shown and specified:

Standard Truck Plus (2) Personnel	\$ _____ per hour
Standard Truck Plus (3) Personnel	\$ _____ per hour
Standard Truck Plus (4) Personnel	\$ _____ per hour
Standard Truck Plus (5) Personnel	\$ _____ per hour
Standard Truck Plus (2) Personnel (overtime)	\$ _____ per hour
Standard Truck Plus (3) Personnel (overtime)	\$ _____ per hour
Standard Truck Plus (4) Personnel (overtime)	\$ _____ per hour
Standard Truck Plus (5) Personnel (overtime)	\$ _____ per hour
Supervisor	\$ _____ per hour
Driver	\$ _____ per hour
Helper	\$ _____ per hour
Trucks / Vans	Unit Cost (Per Move)
Standard Truck	\$ _____
Tractor Trailer	\$ _____

Cargo Van	\$ _____
Materials	Unit Cost (Per Move)
Large Boxes 24"x18"x18" (each)	\$ _____
Medium Boxes 18"x18"x16" (each)	\$ _____
Small Boxes 16.5"x12.5"x12.5" (each)	\$ _____
Packing Tape (per roll)	\$ _____
Shrink Wrap (per roll)	\$ _____
Bubble Wrap (per roll)	\$ _____
Record Boxes w/Lid 15"x12."x10" (each)	\$ _____
40' Storage Trailer Rental	\$ _____

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

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 authority may declare the contract void if the certification is false.

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.

Legal Name of Bidder _____

Mailing Address _____

* **By (Legal Signature)** _____

* Name (type or print) _____ (Seal)

* Title _____

Telephone Number _____

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

**CERTIFICATION OF COMPLIANCE
WITH SECTION NINE OF ACT 2011-535**

The Undersigned Officer of

_____ (Company)

certifies to the Board of Trustees, Alabama A&M University, that the Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and does attest to such by sworn affidavit signed before a notary. Furthermore, the Company certifies that it has provided its one-page E-Verify Company Profile Document to the University. During the performance of the contract, the Company shall 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 Company also certifies that it will obtain sworn affidavits signed by a notary from any subcontractors furnishing goods/services under this contract attesting to the fact that they do not employ, hire for employment, or continue to employ an unauthorized alien and that they participate in the E-Verify Program and verify every employee that is required to be verified according to the applicable federal rules and regulations.

PRINT COMPANY NAME

SIGNATURE OF COMPANY OFFICER

PRINT TITLE OF COMPANY OFFICER

DATE

Sworn and subscribed to before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

DISCLOSURE STATEMENT

The Contract disclosure statement can be found on the Attorney General's Web Site at <http://www.ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

Guidance for Compliance with E-Verify

The successful Contractor shall be required to participate in the State of Alabama Immigration Law Act 2011-535. The Contractor must complete an affidavit of compliance with the Act and the E-Verify Memorandum of Understanding as a part of the construction contract. Information is posted under "Guidance for Compliance with E-Verify" on the Alabama State Department of Education's website at <http://www.al.sde/home/Communications/E-VerifyInformation.aspx> .

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.

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: _____

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____ 2016.

GENERAL MOVING SERVICES

1.1 The Purpose

Alabama A&M University (AAMU) hereby solicits submissions of a competitive bid, from qualified Respondents to provide for AAMU the services described herein, all in accordance with the terms and conditions detailed herein.

Bidder shall provide moving services consisting of packing, moving, loading, unloading, disassembly, reassembly, assembly, set-up and placement of furniture, machinery, equipment, tools, materials and supplies as specified.

1.2 Right Of The University To Terminate Contract

The contract may be terminated without cause by either the University or the Contractor by giving written notice to the other at least (30) calendar days prior to the effective date of termination stated in the notice.

The University may terminate the contract if the Contractor fails to fulfill the required obligations or fails to comply with the contract provisions by giving written notice to the Contractor at least seven (7) calendar days prior to the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to the University's approval.

The University reserves the right to terminate any and all parts of the contract due to lack of or reduction in financial appropriations that fund the contract.

In the event of contract termination, all finished or unfinished documents, reports, and studies shall become the property of the University.

The Purchase Order will serve as the agreement between the University and Contractor, and will be governed by these specifications.

If service is deemed unsatisfactory, the contract will be terminated, in writing, in 15 days. Examples of unsatisfactory service include, but are not limited to the following:

- Not meeting mutually agreed appointment times
- Problems deemed solvable which are not solved
- Any action in contradiction to the specifications

The University reserves the right to award a service contract to multiple Movers.

1.3 Contractor Requirements

This section identifies the Minimum Qualifications for bidding Movers and requires specific response and affirmation in the bid. AAMU requires partnering with a vendor team that has a proven track record through demonstrated experience in providing similar services as listed in the Scope of Services. The Minimum Qualifications of this bid require that the Proposer must:

- A. Each Bidder shall have performed the type of work specified in this document for a period of at least (3) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.
- B. Move Experience: Bidders must have at least three (3) years' experience moving projects in the commercial office and/or industrial trade.
- C. References: Provide references for at least three (3) commercial moves, completed within the last three (3) years, of similar size and complexity. Details must include the date of the move, the name and location of the client, contact name and telephone number, square footage of the move and a description showing the services that were performed. With each reference, indicate what your responsibilities were on each of these projects.
- D. Insurance Requirements: The successful Bidder shall provide complete insurance for their personnel and equipment, including but not limited to Worker's Compensation, general liability, truck liability, property damage, personal injury and any other insurance normally required. Evidence of such insurance, or an original, signed letter from your insurance carrier indicating an insurance certificate will be furnished no later than three (3) business days after the bid opening.
- E. Failure to include all required information, in detail, may be cause to find Bidder's bid non-responsive.
- F. Bidder shall be financially sound and in good standing.

1.4 GENERAL REQUIREMENTS

The Mover shall be responsible for adhering to the general requirements below, but are not limited to:

- A. Business hours are 7:00 a.m., to 4:00 p.m. unless otherwise indicated by a university's representative.
- B. Any and all debris and waste accumulation from moves must be removed by the Contractor, from the project site and from University property.
- C. Any shutdown of services or utilities shall be approved first by a university's representative.
- D. The successful Bidder's representative(s)/supervisor is required to be on-site directing

its workforce throughout the entire move. Failure to meet this requirement will result in a \$100.00 per day penalty, which will be deducted from the Mover's invoice before the University issues payment.

- E. The Mover will submit to the University, or its representative, at the end of each day's work, a detailed listing of the equipment and chargeable personnel who worked stating start, break, meal, and quitting time. Failure to submit this listing on a daily basis, signed by a University representative, could delay payment.
- F. The move locations are in public, high-traffic coed areas, in view of the general public. The Mover shall ensure that a safe environment is maintained around all move activities. The University may be in session. As the Mover's personnel could be perceived as representing the University, the Mover's personnel shall maintain an appropriate decorum. The Mover and his/her personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the learning process or could be construed as fraternization and/or sexual harassment of anyone using University facilities, including, but not limited to, students, guests, faculty and staff. In the event the University receives a complaint regarding the behavior of an employee, the Contractor, upon receipt of such notification, shall promptly remove such employee or employees from the University's premises and take immediate steps to insure that its performance under this contract will not be reduced.
- G. Contractors & construction personnel are to use the public restrooms. The University will advise of the appropriate location for each building.
- H. The University is a tobacco-free campus. All types of tobacco products, on all properties, including inside of vehicles and within University parking lots is strictly prohibited. If any of the Mover's personnel wishes to consume tobacco products, they can do so during scheduled breaks or meals on public property.
- I. All Mover personnel must be fully trained and dressed in clean, standardized moving company uniforms, t-shirts or name badges with a standardized method of identifying personnel. Mover personnel who are not trained or not in uniform will be asked to leave the University premises. Training shall include the safe handling of items moving and on-the-job accident prevention.
- J. Mover personnel shall follow all directions of the University's representatives, especially with regard to safety requirements and moving instructions.
- K. The Mover will ensure adequate workforce and equipment commitments, at or above the minimum requirements as stated below, so that a smooth move is accomplished. If there are delays in the move because of any shortages, any associated time and material costs will be at the Mover's expense.
- L. Workers shall not accept gratuity or perform work for pay outside the University's scope of work.
- M. The University will not be responsible, nor incur any additional charges for:
 - o a. Time lost completing move due to the lack of proper planning.
 - o b. Tardiness of personnel or equipment at the work site.
 - o c. Lack of proper equipment or tools to complete the move, or breakdown of vendor-provided equipment, as specified in the "Move Plan."
 - o d. Personnel or equipment shortages, or non-compliance, which could affect

- an on-time, efficient move completion.
- e. Loss or damage of the University's furniture, equipment or contents resulting from the Mover's negligence in properly preparing them for moving, handling them during moving or improper placement at their new location. The expectation is that with proper preparation and handling that all the items being moved will arrive at their new location in the same condition as they were prior to the move. If any loss or damage should occur, the Mover will repair or replace the damaged item(s).
- N. Bid submittal indicates concurrence and acceptance of the specifications, and conditions stated within this Scope of Work.
 - O. Permits may be needed on this contract and it will be the Mover's responsibility to obtain them in advance of move.
 - P. Prior to beginning work Mover shall contact university's representative.
 - Q. Safety is the sole responsibility of the Mover. All work performed by the Mover shall meet, at a minimum, OSHA workplace safety requirements, as well as all local, state and federal requirements.
 - R. The Mover will be held accountable for all university property committed to its care and may be required to replace any such property which may be damaged, destroyed, lost or stolen due to negligence.
 - S. Mover shall not subcontract any portion of this work without approval of the University's designee.

1.5 Mover- Single Point of Contact:

Overall Program Management refers to the Mover's team, including their direct employees and subcontractors, to manage and provide the required general moving services.

The Single Point of Contact performs the following functions:

Serves as a single source of accountability for all services; manages the interaction between the Mover and the AAMU designee.

1.6 Scope of Work

A. Building Protection:

It is expected that the Contractor (aka Mover) will:

- The Mover shall provide all supervision, labor, vehicles, equipment, supplies, and services to complete work as described herein.
- Bidder shall provide moving services consisting of packing, moving, loading, unloading, disassembly, reassembly, assembly, set-up and placement of furniture,

machinery, equipment, tools, materials and supplies as specified.

- Mover shall visit required sites to review work to be performed when notified.
- Prevent damage to all building structures involved in the move including, but not limited to all walls, floors, stairways, doorways and elevators.
- Protect all elevators including but not limited to floors, walls, doors and door jams during moves.
- Protect all hallway corners as needed.
- All moving service employees shall meet with the approval of the University's representative.
- Remove and properly dispose of all packaging materials, pallets, debris and other items.
- Estimate and supply the correct amount and sizes of building protection materials. Those materials will be taken up and removed at the end of each phase of moving. If further building protection is needed, materials to do so will be provided and installed by the Contractor, kept in place while moving, and removed afterward.
- Contractor shall not block access to emergency ingress/egress points of building infrastructure hubs with staged and/or stored items. This includes, but is not limited to stairwells, elevators, main corridors, electrical closets, communications closets and mechanical rooms.

B. Moving Equipment and Materials:

- The Mover will provide all trucks, moving equipment, building protection materials, packing tape, other packing supplies, such as, but not limited, to safety glasses, nitrile latex gloves, paper pads and sheet corrugated, for packing and moving.

C. Equipment Requirements:

- 4-wheel moving dollies
- Panel carts – for transportation of larger items
- Tools for any disassembly and reassembly
- Straight trucks: with heavy-duty lift gate for transportation (For most moving operations, because of limited loading or unloading space.

- Clean moving pads
- Aluminum mag ramps and/or steel plates, as needed, for loading and unloading at all locations

D. Hours:

Working hours are considered to be 7:00 am through 4:00 pm Monday thru Friday

E. Staffing:

- Contractor shall be able at any time to provide up to twenty laborers with one supervisor per ten laborers. Supervisors must have means of coordinating activity.

F. Cost and staffing schedule:

- All hourly charges shall include labor, and material. See Proposal Form
- Payment for equipment and materials provided will be based upon the actual amount used.

G. Damaged property:

- Mover will be responsible for repairing or replacing any University property damaged or lost during the moves.
- Mover will also be responsible for any damage done to building exterior, grounds and overhead wiring.

H. Move Preparation:

The Mover shall be required to perform certain services in preparation for a move. These activities shall be include but not be limited to the following:

- Perform a pre-planning walk-through at the University location
- Develop a written specific moving plan
- Inspect and verify the nature of the items to be moved
- Identify building constraints or special equipment needs
- Provide a detail list of existing property damage.

- Mover may be required to move furniture within a 10 mile radius to off campus sites.
- Provide written estimates for additional services.

1.7 Invoicing

- A. When services are requested, compensation to the mover will be based on the rates from the price proposal form.
- B. Work shall be calculated daily.
- C. The Mover shall be required to keep legible and detailed documentation on all work performed under this contract. All invoices shall be received within seven (7) calendar days after work is performed. Invoicing shall include all the following in the order below:
 - a. Purchase Order Number
 - b. Work Order Number
 - c. Name of District Representative that placed service call
 - d. Date of service
 - e. Building serviced
 - f. Rate per pricing form
 - g. Signature of District representative
 - h. Total Cost

1.8 Duration of the Agreement

The term of the Agreement shall commence on the date that the Purchase Order is issued. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of three (3) years. The Agreement shall reserve for AAMU the unilateral option of extending the term of the Agreement for two (2) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

**ALABAMA A&M UNIVERSITY
AGREEMENTS' ADDENDUM**

The purpose of the addendum is to provide a statement of AAMU's position regarding contract provisions that may be the source of disagreement. By including these provisions in this addendum, which is incorporated into and made a part of the agreement to which it is attached, it will not be necessary for AAMU to edit corresponding provisions on the face of the contract.

The following terms and conditions (the "Addendum") are incorporated into and form a part of the agreement or contract to which they are attached. Provisions in the agreement that are consistent with the Addendum will continue in full force and effect. Where there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control. The term "University" means The Board of Trustees of Alabama A&M University and any of Alabama A&M University's administrators and employees acting in the course and scope of his or her employment; and "Contractor," "Licensor," "Vendor," "Consultant," or "Contractor" is as previously identified in the Agreement (hereinafter individually or collectively called "Contractor.")

- A. Governing Law.** The Agreement, this Addendum and all of the rights and obligations of the parties hereto will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Alabama.
- B. Contractor Representations and Warranties.** The individual executing the Agreement on behalf of the Contractor acknowledges that he/she has been duly authorized to act for and bind Contractor. Also, if Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees to the following:
1. it validly exists and is in good standing under the laws of the state of its incorporation or organization;
 2. it is duly authorized and in good standing to conduct business in the State of Alabama;
 3. it has all necessary power and has received all necessary approvals to execute and deliver the Agreement.
 4. it has not made or agreed to make any payment or other emolument to any University employee in exchange for execution of this contract.
- C. Resolution of Disputes.** The University is a state agency and cannot waive immunity conferred on it by Ala. Const. Art. I § 14. The exclusive forum in which a claim can be asserted against AAMU is the State of Alabama Board of Adjustment. (See Code of Alabama §§ 41-9-60 through 41-9-74). The parties further agree that any and all claims, controversies of disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Huntsville, Alabama.

D. Loss of Funding. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the Alabama State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder.

E. Limitations. The parties are aware that there are Constitutional and statutory limitations on the authority of University (a State agency) to enter into certain terms and conditions of the agreement, including but not limited to,

1. terms and conditions relating to liens on University’s property;
2. disclaimer and limitations of liability for damages;
3. waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
4. limitations of periods to bring legal action;
5. granting control of litigation or settlement to another party;
6. liability for acts or omissions of third parties;
7. payment of attorney’s fees;
8. alternative forms of dispute resolution; 9. indemnities; and
10. confidentiality.

These limitations shall be referred to collectively as the “LIMITATIONS”. Terms and conditions related to the limitations will not be binding on University except to the extent authorized by the laws and Constitution of the State of Alabama.

F. Beeson-Hammond Act (Alabama Immigration Act). By signing this contract, the contracting parties affirm, for the duration of this 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.

G. Entire Agreement; Modifications. The Agreement and this Addendum supersede all prior agreements, written or oral, between Contractor and University and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by University and Contractor.

CONTRACTOR

By: _____

Its: _____

Date: _____

ALABAMA A&M UNIVERSITY

By: _____

Its: _____

Date: _____

End of Bid Specifications