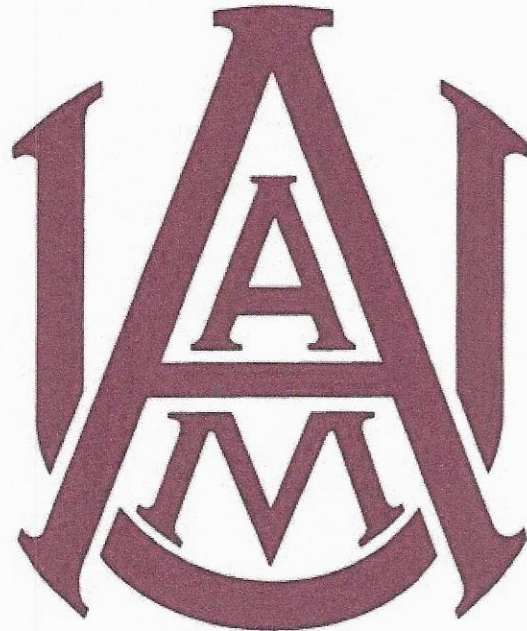


Alabama A&M University



Boiler Cleaning & Maintenance Services

Invitation to Bid 2K20-BCM1

Bid Submission Deadline: 4 P.M. CST, February 18, 2020

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL**, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 4:00 P.M. CST, Tuesday, February 18, 2020 for

BOILER CLEANING & MAINTENANCE 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)

Questions shall be submitted via email only to brian.shipp@aamu.edu no later than 12:00 P.M. CST February 11, 2020.

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

Alabama A&M University

PROPOSAL FORM

To: _____

Date: _____

(Awarding Authority) 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: **Boiler Cleaning & Maintenance Services** in accordance with Specifications, dated November 13, 2019.

The Bidder, which is organized and existing under the laws of the State of _____,
having its principal offices in the City of _____,
is: a Corporation Partnership individual (other) _____.

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined and understand the specifications.

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

BID:

Contractor shall provide pricing for monthly, quarterly and annual boiler preventative maintenance, safety checks, and service as outlined in the specifications.

_____ \$ _____ Dollars

Hourly Rate (Licensed Boiler Technician) _____

Hourly Rate (Helper) _____

Emergency / After Hours (Licensed Boiler Technician) _____

Emergency / After Hours (Helper) _____

Materials Mark up _____

Rental Equipment Mark up _____

Sub-contractor Mark up _____

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other

period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)

Bid Bond, executed by _____ as Surety,
a cashier's check on the _____ Bank of _____,
for the sum of _____ Dollars
(\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting:

License Number

Bid Limit

Type(s) of Work

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.

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.

The University reserves the right to choose multiple vendors.

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>.

BUILDING CODES

The codes and standards currently adopted and enforced by the Alabama Building Commission, and Alabama A&M University as the State Building Code are:

2015 International Building Code

2015 International Existing Building Code

2015 International Plumbing Code

2015 International Mechanical Code

2015 International Fuel Gas Code

2015 International Fire Code

2014 National Electric Code (NFPA 70)

2013 ACC/NSSA Standard for the Design and Construction of Storm Shelters

ANSI/ASHRAE/IESNA Standard 90.1-2013 Energy Standard for Buildings Except Low-Rise Residential

2010 ADA Standards for Accessible Design

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.

Notary Public

My commission Expires: _____

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 exists, 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.



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.

STATE AGENCY/DEPARTMENT

TYPE OF GOODS/SERVICES

AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT

DATE GRANT AWARDED

AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE

ADDRESS

STATE DEPARTMENT/AGENCY

OVER

- ☐ List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

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.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BOILER CLEANING & MAINTENANCE SERVICES

- 1.1. The Purpose ALABAMA A&M UNIVERSITY hereby solicits submissions of a competitive bid, from qualified Respondents to provide for ALABAMA A&M UNIVERSITY the services described herein, all in accordance with the terms and conditions detailed herein.

The Service Provider(s) shall be required to perform **Boiler Cleaning & Maintenance Services** and associated services as specified herein but not limited to, supervision, labor, repairs, parts, materials, supplies and equipment. The Service provider shall use repair parts, materials and supplies that meet or exceed manufactures and/or ALABAMA A&M UNIVERSITY specifications and approval.

The Service Provider shall obtain if required building permits/ or clearance for work requiring such, prior to the start of work.

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

1.2 MINIMUM QUALIFICATIONS

This section identifies the Minimum Qualifications for bidding Service Providers and requires specific response and affirmation in the bid. The ALABAMA A&M UNIVERSITY 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. Safety Requirements- Experience Modification Rate (EMR) of 1.0 or less
- B. Contractor must employ boiler service technicians that live within a 30-mile radius of the Alabama A&M campus
- C. Contractor must maintain the follow stamps:
 - a. National Board "R" Stamp
- D. Service provider shall have at least three (5) years of experience in the commercial mechanical business
- E. Technicians selected to perform work for this bid/contract shall have a minimum of five (5) years of commercial boiler experience and have a master mechanical license.
- F. Be financially sound and in good standing
- G. Be authorized to do business in Alabama

1.3 GENERAL REQUIREMENTS AND CONDITIONS OF CONTRACT

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

A. One Year Guarantee:

- I. The Contractor shall guarantee to maintain the work and materials against any defects arising from faulty installation, faulty materials supplied under the contract, or faulty workmanship, which may appear within one(1) year from the date of acceptance of the work.
- II. Faulty materials shall be replaced, and any defects discovered or failures which occur during the guarantee period, shall be rectified to the satisfaction of the University within 24 hours of notification at no additional cost to the University.

B. Indemnity:

- I. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the University, and their agents, employees, and consultants (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.
- II. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the Work.

C. Insurance Requirements:

- I. **RESPONSIBILITY.** The Contractor shall be responsible to the University from the time of the signing of the Contract, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the work by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of who may be the University of the property.
- II. **INSURANCE PROVIDERS.** Each of the insurance coverages required below shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the State of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insured or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and a financial size rating of Class V or larger.
- III. **NOTIFICATION ENDORSEMENT.** Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire for any reason until thirty days after the University has received written notice by certified mail as evidenced by

return receipt or until such time as other insurance coverage providing protection equal to protection called for in the Contract Documents shall have been received, accepted and acknowledged by the University. Such notice shall be valid only as to the Project as shall have been designated by Project Name and Number in said notice.

- IV. **INSURANCE CERTIFICATES.** The Contractor shall procure the insurance coverages identified below, or as otherwise required in the Contract Documents, at the Contractor's own expense, and to evidence that such insurance coverages are in effect, the Contractor shall furnish the University an insurance certificate(s) acceptable to the University and listing the University as the certificate holder. The insurance certificate(s) must be delivered to the University with the Contract and Bonds for final approval and execution of the Contract. The insurance certificate must provide the following:

- (a) Name and address of authorized agent of the insurance company
- (b) Name and address of insured
- (c) Name of insurance company or companies
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of University as certificate holder
- (i) Project Name and Number, if any
- (j) Signature of authorized agent of the insurance company
- (k) Telephone number of authorized agent of the insurance company
- (l) Mandatory thirty-day notice of cancellation / non-renewal / change

V. **INSURANCE COVERAGES**

- I. Unless otherwise provided in the Contract Documents, the Contractor shall purchase the types of insurance coverages with liability limits not less than as follows:

II. **WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE**

(a) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. A group insurer must submit a certificate of authority from the Alabama Department of Industrial Relations approving the group insurance plan. A self-insurer must submit a certificate from the Alabama Department of Industrial Relations stating the Contractor qualifies to pay its own workers' compensation claims.

(b) Employer's Liability Insurance limits shall be at least:

- 1 Bodily Injury by Accident - \$1,000,000 each accident
- 2 Bodily Injury by Disease - \$1,000,000 each employee

III. **COMMERCIAL GENERAL LIABILITY INSURANCE**

- (a) Commercial General Liability Insurance, written on an ISO Occurrence Form (current edition as of the date of Advertisement for Bids) or equivalent, shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability,

blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

- (b) General Aggregate \$ 2,000,000.00 per Project
- (c) Products, Completed Operations Aggregate \$ 2,000,000.00 per Project
- (d) Personal and Advertising Injury \$ 1,000,000.00 per Occurrence
- (e) Each Occurrence \$ 1,000,000.00

VI. COMMERCIAL BUSINESS AUTOMOBILE LIABILITY INSURANCE

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

D. Service provider areas of responsibility:

- I. Business hours are 7:00 a.m., to 4:00 p.m. unless otherwise indicated by an authorized University representative. All work must be completed within and twenty-four (24) hour work day. Residence halls are considered priority.
- II. The service provider shall maintain a single point of contact on a 24 hour/holiday/weekend basis.
- III. All technicians for the service provider shall wear identification in the form of name tag and clothing with the company name patch.
- IV. Service provider vehicles shall be clearly marked with service provider name.
- V. Salvage equipment if requested shall be returned to the Owner.
- VI. If a job can't be completed during regular business hours, the service provider will be allowed to finish the next day, or complete the job on overtime with the approval of an authorized University representative.
- VII. Overtime rates shall not exceed 1 1/2 times the normal rate or what is allowed by federal guidelines.
- VIII. Any shutdown of services or utilities shall be approved first by an authorized University representative.
- IX. Prior to beginning work service provider shall provide copies of all necessary permits if required.
- X. Safety is the sole responsibility of the service provider. Any building

maintenance performed by the Service Provider shall meet, at a minimum, OSHA workplace safety requirements, as well as all local, state and federal requirements.

- XI. The service provider shall be able to respond to service call within (2) two hours.
- XII. The Service Provider will be held accountable for all property committed to its care and may be required to replace any such property which may be damaged, destroyed, lost or stolen due to Service Provider negligence.
- XIII. All services provided by the Contractor shall be subject to inspection and shall meet the approval of the University. If work is unacceptable and does not meet approval, the rejected work shall be corrected as promptly as practical, but failure to accept or reject the work shall not relieve the Contractor from responsibility for services provided not in accordance with the contract.

E. Default:

- I. The University reserves the right, at its sole discretion, to immediately terminate the contract in whole or in part, and utilize the services of any Contractor, if the successful Contractor:
 - (a) Fails to make delivery of the services
 - (b) Fails to perform any provision of the contract within the time specified, or within a reasonable amount of time
 - (c) Fails to meet the University's standard of expected and agreed level of service and performance.

F. Cancellation:

- I. The contract may be cancelled by either party for any reason without cause or penalty upon 60 days' written notice.
- II. 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.
- III. 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.
- IV. In the event of contract termination, all finished or unfinished documents, reports, and studies shall become the property of the University.
- V. The Contractor would be compensated for all work completed at the date of notification.

G. Work Involving Asbestos Containing Material

- I. Any and all repairs that involve or have the potential to disturb asbestos

containing material will be reported to the Director of Facilities and Administrative Services or his designee immediately in writing. The abatement of asbestos is solely the responsibility of the University at no cost to the Service Provider.

H. Duration of the Agreement:

- I. The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of two (2) years. The Agreement shall reserve for ALABAMA A&M UNIVERSITY the unilateral option of extending the term of the Agreement for three (3) additional terms of one (1) year(s) each, provided that the maximum duration of the Agreement shall not exceed five (5) years.
- II. Cost for additional there one year renewals shall be based Consumer Price Index (CPI) not to exceed 3% per year.
- III. If at any time Facilities is dissatisfied with the service and/or the labor performed under this contract, the University may request and receive new plumbing technician(s) to service its buildings.
- IV. The contractor shall not subcontract any part of the agreement with another Contractor.

I. Service Provider- Single Point of Contact:

Overall Program Management refers to the Service provider's team, including their direct employees and subcontractors, to manage and provide the required plumbing services. The proposed Program Maintenance must include a senior level manager to liaise and serve as a Single Point of Contact for the Department of Facilities and Administrative Services.

The Single Point of Contact performs the following functions:

Serves as a single source of accountability for all plumbing services; manages the interaction between the Service Provider and the ALABAMA A&M UNIVERSITY designee.

1.4 General Scope of Work

- A. The scope of work includes the provision of Boiler Cleaning & Maintenance Services on an "as needed and when requested" basis including emergency response at various University buildings and locations.
- B. The Awarded Contractor or Contractors are expected to be available to respond twenty-four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and/or emergency.
- C. Price

- I. Contractor shall provide pricing for monthly, quarterly and annual boiler preventative maintenance, safety checks, and service as outlined on the proposal sheet.
- II. Contract shall be specifically awarded for services of one (1) master mechanical any/every given job. Contract can include one (1) helper when needed.
- III. Proponents shall submit hourly tradesperson rates, on the included proposal form.
- IV. Rates shall be in effect as of the award date, and remain constant for an initial term of two (2) calendar years from the date of a signed contract.
- V. Hours billed shall be limited to those on the job. Travel time shall not be billable to the University. Excluded is inspections and preventative maintenance and cleaning services.
- VI. Materials shall be furnished by contractor unless otherwise directed. Materials purchased for a job shall be priced as a quoted markup from actual cost. Receipts for this material shall be attached to job ticket.
- VII. Contractor shall submit invoices of materials and supplies cost for every job performed.

1.5 Scope of Work

The following services shall be provided in accordance with the Boiler Manufacturer's planned maintenance program procedures:

1. Hot water boilers/Heating boilers:
 - A. Vendor shall provide regular service visits and combustion tune-ups on a monthly, quarterly, and annual basis. All work shall be performed by trained service personnel.
 - B. Vendor shall supply inspection and Internal Cleaning visits at the time of State certificate expiration. Contractor shall provide all labor and materials required to open and prepare the boilers for inspection and to close and start up the boilers. The number of visits shall not exceed three (3) within the duration of contract.
 - C. Vendor shall provide Manufacturer's recommended chemicals for Boiler and Loop Line as needed.
 - D. Vendor shall conduct monthly test of Boiler Loop and provide chemicals as needed.

2. The following shall also be included in this contract.

- A. Existing parts warranties will be honored to their individual expiration dates. All parts for repair shall meet or exceed original manufacturer's specifications.
- B. Monthly Inspection Details-Heating boilers where applicable.
 - 1. Inspect front door and air stub for air leakage.
 - 2. Inspect rear door for leakage.
 - 3. Start the burner and observe the operation of the pilot burner and main flame ignition.
 - 4. Turn the Burner off and check for flame candling.
 - 5. Check the operation of the modulation motor and support equipment and linkages.
 - 6. Conduct testing at 25%, 50%, 75% and 100% firing rate prior to adjustments.
 - 7. Visually inspect and test the following items:
 - A. Thermal safety switch
 - B. Aqua stat or pressure controls
 - C. High and low gas pressure switches
 - D. Modulation potential meter pressure switch
 - E. Low fire start switch
 - F. Fan Control switch
 - G. Gas Fuel train safety systems
 - 8. Draw down water column and check:
 - A. Low water cut off
 - B. Automatic Feeder if applicable
 - C. Feed water pump control
 - 9. Record the flame safeguard model, make, and serial number
 - 10. Start the burner, shut off the gas supply to the pilot assembly. If no pilot deleted, record the time of period.
 - 11. Start the burner, set the firing rate at the burner refractory from the read head.
 - 12. Record the following control settings:
 - a. high limit control
 - b. Operating Limit Control
 - c. Low Gas Pressure switch
 - d. High Gas Pressure switch
 - 13. Record the voltage, amperage and rotation for the following equipment:
 - e. Blower motor
 - f. Heating, circulating and loop pumps
- C. Quarterly Inspections: Required Equipment for Quarterly and Annual Boiler Services:
 - 14. Combustion/Emissions Analyzer- "Ecom J2KN Pro Industrial" or equal
 - a. Required- Measures: O₂, CO, NO, NO₂, SO₂, CO₂, and CH₄
 - b. Required- Data logging with memory card
 - c. Required- On-Board Printer
 - d. Required- Flue gas, ambient, and sensor temperature sensors

- e. Monometer
- f. Borescope camera for fireside/waterside inspections
- g. Boiler soot vacuum for the cleaning of the fireside of boiler tubes
- h. Rolling motors and tube expanders for the repair/replacement of boiler tubes
- i. Air compressor capable of pressurizing boiler to designed pressure

Note for Sections Quarterly and Annual Service Due to the variance in boiler designs, the scopes of work under these sections may vary some from boiler to boiler. Some items will only pertain to certain boilers. This should be specified and noted in the contractor's job service report. Items that do not apply to a specific boiler should be marked "N/A".

3. Scope of Work for "Quarterly" Boiler Services:

A. Boiler Safety Checks:

- a. Flame Safety System
 - i. Pilot Flame Signal
 - ii. Main Flame Signal
- b. Water Level Safeties
 - i. Primary Low Water Cutout
 - ii. Secondary Low Water Cutout
 - iii. High Level Alarm
 - iv. Low Level Alarm
- c. Gas Fuel Train
 - i. Ignition Transformer
 - ii. Combustion Air Proving Switch
 - iii. High Gas Pressure Limit Switch
 - iv. Low Gas Pressure Limit Switch
 - v. Gas Valve- Primary
 - vi. Gas Valve- Secondary
 - vii. Gas Vent Valve
 - viii. Gas Modulation Valve
 - ix. Proof of Closures
 - x. Manual Resets
- d. General Boiler
 - i. Proper Air Provided to Rear Peep Sights
 - ii. Control Linkage Tight
 - iii. Inspect for Hot Spots
 - iv. High Limit Steam Pressure Control
 - v. Off/On Steam Pressure Control

B. Combustion Service: Quarterly combustion service consists of checking the vital components of combustion that are critical for safe and efficient operation. These items are checked at low-fire, 25% firing, 50% firing range, 75% firing range and 100% firing range. The following information will be checked and adjusted at these ranges:

- i. Percent O₂
- ii. Percent Excess Air
- iii. Stack Temperature

- iv. Percent CO₂
- v. Combustion Efficiency
- vi. CO Parts per Million

Note: Full combustion report will be required each quarter complete with actual printouts from a computerized combustion analyzer. The technician on sight is expected to notify their Alabama A&M contact of any discrepancies that are in need of attention. Please note that if scheduling will not allow the boiler to be held at certain firing positions for calibration, the boiler will be checked and calibrated at positions allowed by the limitations.

C. Scope of Work for "Annual" Boiler Services:

- a. Boiler to be cooled and drained prior to contractor arriving on site
- b. Perform lock out/tag out on inlet and outlet water valves, natural gas supply, boiler blowdown valves, boiler and blower motor electrical disconnects
- c. Open the fireside of the boiler to perform fireside inspection and cleaning
- d. Open the waterside of the boiler to perform waterside inspection and cleaning
- e. Clean and inspect boiler waterside
 - i. Flush out loose scale and deposits from the waterside
 - ii. Inspect the waterside for signs on excess scale or oxygen pitting
 - iii. Replace waterside gaskets
- f. Open and clean low-water cut off for inspection and replace gaskets
- g. Clean and inspect burner and gas can
 - i. Mechanically brush loose soot from all fireside of burner gas can and facilitate inspection.
 - ii. Tighten and lubricate all linkages as necessary
 - iii. Inspect the pilot and ignition electrode
 - iv. Clean the burner air damper
- h. Clean and inspect boiler fireside
 - i. Use a boiler soot vacuum to clean the fireside of the tubes and facilitate an inspection
 - ii. Inspect the burner throat and make any necessary minor patch repairs to refractory
 - iii. Inspect all refractories and insulations.
 - iv. Replace recommended fireside gaskets and insulations.
- i. Replace safety relief valve or valves on boiler
- j. Remove the lock out/tag out from the boiler
- k. Fill the boiler to the operating level
- l. Perform a hydro test at the operating pressure of the boiler and check for leaks
- m. Boiler Safety Checks:
 - i. Flame Safety System
 - i. Pilot Flame Signal
 - ii. Main Flame Signal
 - ii. Water Level Safeties
 - i. Primary Low Water Cutout
 - ii. Secondary Low Water Cutout
 - iii. High Level Alarm
 - iv. Low Level Alarm
 - iii. Gas Fuel Train
 - i. Ignition Transformer
 - ii. Combustion Air Proving Switch

- iii. High Gas Pressure Limit Switch
- iv. Low Gas Pressure Limit Switch
- v. Gas Valve- Primary
- vi. Gas Valve- Secondary
- vii. Gas Vent Valve
- viii. Gas Modulation Valve
- ix. Proof of Closures
- x. Manual Resets
- iv. General Boiler
 - i. Proper Air Provided to Rear Peep Sights
 - ii. Control Linkage Tight
 - iii. Inspect for Hot Spots
 - iv. High Limit Steam Pressure Control
 - v. Off/On Steam Pressure Control
- n. Combustion Service: Consists of checking the vital components of combustion that are critical for safe and efficient operation. These items are checked at low-fire, 25% firing, 50% firing range, 75% firing range and 100% firing range. The following information will be checked and adjusted at these ranges:
 - i. Percent O₂
 - ii. Percent Excess Air
 - iii. Stack Temperature
 - iv. Percent CO₂
 - v. Combustion Efficiency
 - vi. CO Parts per Million

Note: Full combustion report will be required complete with actual printouts from a computerized combustion analyzer. The technician on sight is expected to notify their Alabama A&M contact of any discrepancies that are in need of attention. Please note that if scheduling will not allow the boiler to be held at certain firing positions for calibration, the boiler will be checked and calibrated at positions allowed by the limitations.

Notes for Quarterly and Annual:

1. Detailed reports, for both quarterly and annual services, with specific findings and results should be turned into the Life Safety Department of Facilities at AAMU
2. Any findings jeopardizing the safety or performance of the boiler being inspected should be reported in writing as well as communicated directly to Life Safety Specialist of AAMU before leaving campus
3. Work beyond this scope, that may be found necessary during inspection, must be approved by the Department of Facilities designee at AAMU and placed on a separate job ticket

1.6 Equipment List

A general listing of equipment which is covered under this contract, is as follows:

1. Boiler feed pumps
2. All associated controls, including variable speed drives and boiler/burner control system
3. Hot water supply pumps
4. Hot water circulation pumps
5. Boilers- See list below All prospective bidders shall visit job site to ascertain for themselves the type and quantity of equipment located with the boiler rooms. This list is for general representation only and shall not be considered complete.

Location	Boiler Type
Knight Hall	Raypak H3-1826A
	Raypak H3-1826A
	Raypak
	Raypak
	A.O.Smith boiler 1
	A.O.Smith boiler 2
	A.O. Smith TJV-500A
	A. O. Smith TJV-500A
Elmore Gym	RBI HB3600
Field House	Lochinvar CWN1255PM-80
	Lochinvar
Health and Wellness	RBI HB1900
	RBI HB1900
New Residence Hall	Raypak H7-2005A
	Raypak H7-2005A
	Raypak H7-2005A
School of Business	Hesco B13G
	Hesco HNS 1300
Dawson Hall	Raypak
School of Engineering	Lochinvar Chn2072
	Lochinvar CHN2172

Agricultural Resource Building	Lochinvar FBN1251
	Efficiency Pac
Parker Classroom Bldg Annex	Raypak
Parker Classroom	Raypak
Carver Complex Thomas Wing	Raypak H7-0500A
Carver Complex Hopkins Wing	Lochinvar FBN1501
	Lochinvar FBN1501
	Unilux VZ150W
Irradiation	Raypak
McCalep Vocational Building	Lochinvar

	Lochinvar
Morris Hall	Lockinvar HWH lead
	Lockinvar heat #2

D. Invoicing:

- I. When services are requested, compensation to the contractor for service call response will be based on the hourly labor rates from the price proposal form.
- II. Contractor's service technician shall be required to Log in and log out his times for service call visits and emergency visits with the University's authorized representative. No invoices can be paid without this documentation.
- III. Hours shall be calculated daily from time the service provider's personnel arrive at a location.
- IV. Travel time to and from the location will not be compensated.
- V. Only one trip charge may be billed for multiple work orders performed by the same technician on the same day.
- VI. Parts must be itemized and billed at actual cost plus the pre-determined mark-up.
- VII. The service provider 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 that is 60 days old will not be accepted. Invoicing shall include all the following in the order below:
 - a) Purchase Order Number
 - b) Work Order Number
 - c) Name of University Representative that placed service call
 - d) Date of service
 - e) Time in time out
 - f) Building serviced
 - g) Specific area and equipment being serviced (location of equipment, make and model, serial number)
 - h) Detailed diagnosis of the problem and repair
 - i) Services performed
 - j) Number of services hours
 - k) Hourly rate per pricing form
 - l) Cost of materials and equipment used (itemized list)
 - m) Name of technician
 - n) Signature of University representative
 - o) Warranty of any new material / equipment installed
 - p) Total Cost

E. Additional work and/or Special Projects

- I. The Contractor shall not perform any additional work or special projects without a purchase order issued by the University.
- II. The Contractor must provide a written quotation for the additional work/special project to the University's representative.

USE BLACK INK ONLY

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

ATTEST

(1)

VENDOR CONTRACT

(2) This Construction Contract is entered into this day of in the year of

(3) between the **OWNER(s)**, **Alabama A&M University**
453 Buchanan Way
Normal, AL 35762

(4) and the **VENDOR**,

(5) for the **WORK** of the Project, identified as: **Boiler Cleaning & Maintenance & Services**

(6) The **CONTRACT DOCUMENTS** are dated November 5, 2019, and have not been amended by

(7) **ADDENDA**

(8) The **OWNER** is **Alabama A&M University**
453 Buchanan Way
Normal, AL 35762

(9) The **CONTRACT SUM** is as noted as:

(10) **BID ALTERNATE PRICES:**

(11) The **CONTRACT TIME** is as indicated below:

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 two (2) years. The Agreement shall reserve for AAMU the unilateral option of extending the term of the Agreement for three (3) 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 (60) 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").

(13) **SPECIAL PROVISIONS**

1.1 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 (60) 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 the bid specifications.

Contract prices are referenced in the bid proposal form.

(15) CONTRACTING PARTIES

Contractor

By _____

Name & Title _____

Owner Alabama A&M University

By _____

President, Andrew Hugine, Jr. Pd.D.

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: _____

PERFORMANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

(1) The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)

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

(3) The **OWNER** (Name and address, same as appears in the Construction Contract)

(4) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

(5) **DATE** of the Construction Contract :

(6) The **PROJECT**: (Same as appears in the Construction Contract)

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above for the performance of the Contract, and Contract Change Orders, in accord with the requirements of the Contract Documents, which are incorporated herein by reference. If the Contractor performs the Contract, and Contract Change Orders, in accordance with the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to "Checklist", ABC Form B-7

Numbers in margin correspond to "Checklist", ABC Form B-7

3. Whenever the Architect gives the Contractor and the Surety, at their addresses stated above, a written Notice to Cure a condition for which the Contract may be terminated in accordance with the Contract Documents, the Surety may, within the time stated in the notice, cure or provide the Architect with written verification that satisfactory positive action is in process to cure the condition.
4. The Surety's obligation under this Bond becomes effective after the Contractor fails to satisfy a Notice to Cure and the Owner:
 - (a) gives the Contractor and the Surety, at their addresses stated above, a written Notice of Termination declaring the Contractor to be in default under the Contract and stating that the Contractor's right to complete the Work, or a designated portion of the Work, shall terminate seven days after the Contractor's receipt of the notice; and
 - (b) gives the Surety a written demand that, upon the effective date of the Notice of Termination, the Surety promptly fulfill its obligation under this Bond.
5. In the presence of the conditions described in Paragraph 4, the Surety shall, at its expense:
 - (a) On the effective date of the Notice of Termination, take charge of the Work and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within twenty-one days after the effective date of the Notice of Termination, proceed, or provide the Owner with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract Documents, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the Owner has no reasonable objection.
6. As conditions precedent to taking charge of and completing the Work pursuant to Paragraph 5, the Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract Documents. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract Documents; however, the Surety shall also have the right to assert "Surety Claims" to the Owner in accordance with the Contract Documents. The presence or possibility of a Surety Claim shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work or for the Owner to fail or refuse to continue to make payments in accordance with the Contract Documents.
7. By accepting this Bond as a condition of executing the Construction Contract, and by taking the actions described in Paragraph 4, the Owner agrees that:
 - (a) the Owner shall promptly advise the Surety of the unpaid balance of the Contract Sum and, upon request, shall make available or furnish to the Surety, at the cost of reproduction, any portions of the Project Record, and
 - (b) as the Surety completes the Work, or has it completed by a qualified contractor, the Owner shall pay the Surety, in accordance with terms of payment of the Contract Documents, the unpaid balance of the Contract Sum, less any amounts that may be or become due the Owner from the Contractor under the Construction Contract or from the Contractor or the Surety under this Bond.
8. In the presence of the conditions described in Paragraph 4, the Surety's obligation includes responsibility for the correction of Defective Work, liquidated damages, and reimbursement of any reasonable expenses incurred by the Owner as a result of the Contractor's default under the Contract, including architectural, engineering, administrative, and legal services.

Numbers in margin correspond to "Checklist", ABC Form B-7

9. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the Owner for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 5. If the Surety should fail or refuse to take charge of and complete the Work, the Owner shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the Owner, less the unpaid balance of the Contract Sum, shall be recoverable under this Bond:

- (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of Defective Work;
- (b) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
- (c) interest on, and the cost of obtaining, funds to supplement the unpaid balance of the Contract Sum as may be necessary to cover the foregoing costs;
- (d) the fair market value of any reductions in the scope of the Work necessitated by insufficiency of the unpaid balance of the Contract Sum and available supplemental funds to cover the foregoing costs; and
- (f) additional architectural, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the Owner's losses under the Bond.

10. All claims and disputes arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract.

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9) **ATTEST:**

CONTRACTOR as PRINCIPAL:

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety:

SURETY:

By _____

Name

By _____

Address

Name and Title

(11) **NOTE:** Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.

(1) **PAYMENT BOND**

USE BLACK INK ONLY

SURETY'S BOND NUMBER

(2) The **PRINCIPAL** (Name and address of Contractor, same as appears in the Construction Contract)

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

(4) The **OWNER(s)** (Name and address, same as appears in the Construction Contract)

(5) The **PENAL SUM** of this Bond (the Contract Sum)

Dollars (\$)).

(6) **DATE** of the Construction Contract :

(7) The **PROJECT**: (Same as appears in the Construction Contract)

1. **WE, THE PRINCIPAL** (hereinafter "**Contractor**") **AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the Penal Sum stated above to promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract, which is incorporated herein by reference, and any modifications thereof by Contract Change Orders. If the Contractor and its Subcontractors promptly pay all persons supplying labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders, then this obligation shall be null and void; otherwise to remain and be in full force and effect.
2. The Penal Sum shall remain equal to the Contract Sum as the Contract Sum is adjusted by Contract Change Orders. All Contract Change Orders involving an increase in the Contract Sum will require consent of Surety by endorsement of the Contract Change Order form. The Surety waives notification of any Contract Change Orders involving only extension of the Contract Time.

Numbers in margin correspond to "Checklist", ABC Form B-7

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3. Any person that has furnished labor, materials, or supplies for or in the prosecution of the Contract and Contract Change Orders for which payment has not been timely made may institute a civil action upon this Bond and have their rights and claims adjudicated in a civil action and judgment entered thereon. Notwithstanding the foregoing, a civil action may not be instituted on this bond until 45 days after written notice to the Surety of the amount claimed to be due and the nature of the claim. The civil action must commence not later than one year from the date of final settlement of the Contract. The giving of notice by registered or certified mail, postage prepaid, addressed to the Surety at any of its places of business or offices shall be deemed sufficient. In the event the Surety or Contractor fails to pay the claim in full within 45 days from the mailing of the notice, then the person or persons may recover from the Contractor and Surety, in addition to the amount of the claim, a reasonable attorney's fee based on the result, together with interest on the claim from the date of the notice.
4. Every person having a right of action on this bond shall, upon written application to the Owner indicating that labor, material, or supplies for the Work have been supplied and that payment has not been made, be promptly furnished a certified copy of this bond and the Construction Contract. The claimant may bring a civil action in the claimant's name on this Bond against the Contractor and the Surety, or either of them, in the county in which the Work is to be or has been performed or in any other county where venue is otherwise allowed by law.
5. This bond is furnished to comply with Code of Alabama, §39-1-1, and all provisions thereof shall be applicable to civil actions upon this bond.
6. All claims and disputes between Owner and either the Contractor or Surety arising out of or related to this bond, or its breach, shall be resolved in accordance with Article 24, General Conditions of the Contract

(8) **SIGNED AND SEALED** this _____ day of _____, _____.

(9) **ATTEST:**

CONTRACTOR as PRINCIPAL:

By _____

Name and Title

(10) Countersigned by
Alabama Resident Agent for Surety:

SURETY:

By _____

Name

Address

By _____

Name and Title

(11) **NOTE:** Power of attorney for the Surety's signatory shall be furnished with the original and five copies of the bond.