

CAMPUS GENERAL MAINTENANCE SERVICES



OFFICE OF FACILITIES & CAPITAL PROJECTS

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

BID Release Date February 27, 2023

Deadline for Submitting Questions.....March 29, 2023 at 12:00 P.M. CST

Deadline for Submitting Bids..... April 5, 2023 2:00 P.M CST

Bid No. 2K23-CGMS-1

ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at the office of Jeffery Robinson, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, April 5, 2023 for

Campus General Maintenance Services

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

Bid Bonds, Performance and Payment bonds are not required.

Specifications may be examined at the office of Alabama A&M Facilities Department, 453 Buchanan Way, Normal, AL 35762 and AAMU Facilities site (<https://www.aamu.edu/about/administrative-offices/facilities/index.html>)

A Pre-Bid Conference will not be held.

Questions shall be submitted via email only to brian.shipp@aamu.edu by 12:00 P.M. CST March 29, 2023.

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

The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgement, the best interests of the Owner will thereby be promoted.

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

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of the state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

Alabama A&M University

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ALABAMA A&M UNIVERISTY AGREEMENTS' ADDENDUM

***items required at bid**

Bid Documents And Forms (use forms as needed and required)

1.01 Documents

- A. Form of Bid Bond <https://dcm.alabama.gov/PDF/forms/C-4 Bid Bond.pdf>
- B. Vendor Disclosure Statement <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf>
- C. E-Verify <https://www.e-verify.gov/employers/enrolling-in-e-verify>
- D. Accounting of Sales Tax <https://dcm.alabama.gov/PDF/forms/C-3A Sales Tax.pdf>
- E. Construction Contract <https://dcm.alabama.gov/PDF/forms/C-5 State Constr Contract.pdf>
- F. Performance Bond <https://dcm.alabama.gov/PDF/forms/C-6 Perf Bond.pdf>
- G. Payment Bond <https://dcm.alabama.gov/PDF/forms/C-7 Pay Bond.pdf>
- H. Change Order Justification <https://dcm.alabama.gov/PDF/forms/B-11 CO Justification.pdf>
- I. Change Order <https://dcm.alabama.gov/PDF/forms/C-12 State Cntrct Ch Order.pdf>
- J. Advertisement for Completion <https://dcm.alabama.gov/PDF/forms/C-14 Ad Compl.pdf>
- K. Application for Certificate for Payment <https://dcm.alabama.gov/PDF/forms/C-10 Pay App.pdf>

1.02 Document Availability

- A. A copy of the specifications are located at <https://www.aamu.edu/about/administrative-offices/facilities/index.html>

CAMPUS GENERAL MAINTENANCE SERVICES

SCOPE OF WORK

1.1 The Purpose

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

The University is interested in hiring successful bidders to conduct, general painting, glass replacements, doors, windows, door hardware and basic carpentry projects throughout the University Campus on an as-needed, unforeseen basis.

1.2 Right Of The University To Terminate Contract

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

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

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

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

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

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

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

The University reserves the right to award a service contract to multiple Contractors. Contractors may fill out the proposal form in the areas of their specialty.

1.3 Contractor Requirements

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

- A. Each Bidder shall have performed the type of work specified in this document for a period of at least (3) years and shall be able to substantiate the work through a list of clients for whom such work has been performed.
- B. Contractors should have a general contracting license in the state of Alabama.
- C. Insurance Requirements: Prior to the commencement of the Agreement, each successful Respondent must Install executed certificates of insurance, which shall clearly evidence all insurance required by the State of Alabama. The policy shall Install the following minimum limits:
 - o Bodily Injury \$1,000,000 each person
 \$1,000,000 each accident
 - o Property Damage \$1,000,000 each accident
- D. Failure to include all required information, in detail, may be cause to find Bidder's bid non-responsive.
- E. Bidder shall be financially sound and in good standing.

1.4 GENERAL REQUIREMENTS

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

- A. Business hours are 7:00 a.m., to 4:00 p.m. unless otherwise indicated by a university's representative.
- B. Specification for products and equipment will be provided on a job-to-job basis.
- C. Any and all debris and waste accumulation from moves must be removed by the Contractor, from the project site and from University property.
- D. Any shutdown of services or utilities shall be approved first by a university's representative.
- E. If a contractor Installs unit prices and/or labor prices that are mathematically and/or materially unbalanced, the bid may be rejected as non-responsive. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are unusually high or low in relationship to current market cost.
- F. The successful Bidder's representative(s)/supervisor/foreman/lead person is required to be on-site directing its workforce throughout the entire project. Failure to meet this requirement will result in a \$100.00 per day penalty or removal from the project, which

- will be deducted from the Contractor's invoice before the University issues payment.
- G. The Contractor will submit to the University, or its representative, at the end of each day's work, a detailed listing of the equipment and chargeable personnel who worked if requested by the owner's representative. Failure to submit this listing, signed by a University representative, could delay payment.
 - H. These locations are in public, high-traffic coed areas, in view of the general public. The Contractor shall ensure that a safe environment is maintained around all activities. The University may be in session. As the Contractor's personnel could be perceived as representing the University, the Contractor's personnel shall maintain an appropriate decorum. The Contractor and his/her personnel are cautioned against creating interruptions, noise or offensive situations that may interfere with the student, or could be construed as fraternization and/or sexual harassment of anyone using University facilities, including, but not limited to, students, guests, faculty and staff. In the event the University receives a complaint regarding the behavior of an employee, the Contractor, upon receipt of such notification, shall promptly remove such employee or employees from the University's premises and take immediate steps to ensure that its performance under this contract will not be reduced.
 - I. The University is a tobacco-free campus. All types of tobacco products, on all properties, including inside of vehicles and within University parking lots is strictly prohibited. If any of the Contractor's personnel wishes to consume tobacco products, they can do so during scheduled breaks or meals on public property.
 - J. All Contractor personnel must be fully trained and dressed in clean, standardized company uniforms, t-shirts or name badges with a standardized method of identifying personnel. Contractor personnel who are not trained or not in uniform may be asked to leave the University premises.
 - K. Contractor personnel shall follow all directions of the University's representatives, especially with regard to safety requirements.
 - L. The Contractor will ensure adequate workforce and equipment commitments, at or above the minimum requirements as stated below. If there are delays because of any shortages, any associated time and material costs will be at the Contractor's expense.
 - M. Workers shall not accept gratuity or perform work for pay outside the University's scope of work.
 - N. The University will not be responsible, nor incur any additional charges for:
 - a. Time lost completing due to the lack of proper planning.
 - b. Tardiness of personnel or equipment at the work site.
 - c. Lack of proper equipment or tools to complete the move, or breakdown of vendor-Installed equipment.
 - d. Personnel or equipment shortages, or non-compliance, which could affect an on-time, efficient completion.
 - O. Permits may be needed on this contract and it will be the Contractor's responsibility to obtain them in advance.

- P. Prior to beginning work Contractor shall contact university's representative.
- Q. Safety is the sole responsibility of the Contractor. All work performed by the Contractor shall meet, at a minimum, OSHA workplace safety requirements, as well as all local, state and federal requirements.
- R. The Contractor will be held accountable for all university property committed to its care and may be required to replace any such property which may be damaged, destroyed, lost or stolen due to negligence.
- S. Contractor shall not subcontract any portion of this work without approval of the University's designee.
- T. Bid submission indicates concurrence and acceptance of the specifications, and conditions stated within this Scope of Work.

1.5 Contractor- Single Point of Contact:

Overall Program Management refers to the Contractor's team, including their direct employees and subcontractors, to manage and Install the required general maintenance services.

The Single Point of Contact performs the following functions:

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

1.6 Scope of Work

A. Building Protection:

It is expected that the Contractor shall:

- Install all supervision, labor, vehicles, equipment, supplies, and services to complete work as described herein and in the following sections below:
- In this document there are specifications and standards, if not expressed, contractor shall accomplish all work in accordance with state, local and federal and meet all building codes and guidelines. All work done under this contract shall be done in a manner that will not overload or render useless any portion of the facility, and will not adversely affect the integrity of the building's structural, mechanical, electrical, fire protection, and life safety systems or any building features.
- Services that may be requested within this solicitation include, but are not limited to the following:
 - Interior and Exterior and Interior painting
 - Flooring (vinyl, carpet and etc.)
 - Concrete form work, vapor retarder, walkways and steps

- Masonry – matching existing masonry, patching, and cleaning
- Rough Carpentry – wood and metal framing
- Finish Carpentry – standing and running trim, flooring, cabinets, countertops, metal doors and frames, wood doors and frames, metal and wood windows, glazing, and door hardware
- Siding – vinyl siding, soffit and accessories, aluminum siding, soffit and accessories, wood siding, soffit and accessories
- Gypsum Board – removal, replacement single layer, cementitious backer units, fire resistance rated assemblies, smooth level five finish, and texture finish
- Acoustical Panel Ceilings – ceiling suspension systems and acoustical panels
- Roofing – shingles repair / patching replacement
- Fencing and gate repair and replacement

ROAD AND PARKING APPURTENANCES

Work of this Section shall include signing, markings, and wheel stops as directed per project.

UNIT MASONRY

Install unit masonry for exterior items exposed to view:

Concrete masonry bearing retaining walls.

Stone veneer

Brick Veneer: (2) colors Modular Brick with colored mortar

Precast Wall Caps, Feature Trim, and Window Sills; Rock Cast or equal, and stair treads

Clean brick after construction completed to remove all markings and incidental staining.

Misc. framing reinforcing bracing, straps, hangers, etc.

Bollards for ground mounted equipment protection.

ROUGH CARPENTRY

Install rough carpentry work:

Wood and metal stud framing

Sheathing

All duties related to rough carpentry

FINISH CARPENTRY AND MILLWORK

- Install finish carpentry for interior items exposed to view:
 - Install hollow metal door frames, doors, and hardware.
 - Install hollow metal and aluminum storefront interior window units.
 - Install Fire extinguisher Cabinets and interior signage as needed.
 - Install closet shelving, Laminate/Melamine wrapped adjustable shelving or equal.
- Install custom millwork with shop finish:
- Install pre-manufactured laminate wall and base casework and cabinets
- All duties related to finish carpentry

INSULATION

- Install building insulation of board and blanket types as applicable:
 - Roofs and attics (interior).
 - Exterior stud walls, un-faced fiberglass batt.
 - Interior stud walls un-faced fiberglass sound attenuation batt.
 - Slabs on grade, 2" polystyrene rigid insulation per drawings details.

ROOF SPECIALTIES AND ACCESSORIES

- Install roof accessories for the building construction as required per manufactures suggested installation including the following:
 - Continuous Soffit Vent materials
 - Continuous Fascia and trim materials
 - Prefinished Wall Cap Material
 - Guttering; continuous box
 - Downspouts

JOINT SEALERS

- Install sealants at intersection of building components and at control and expansion joints.
- Install exterior sealants at intersection of wall joints, pipe & duct installations, and flashings & copings.
- Install exterior sealants at brick control joints & precast component joints.
- Install sealants at intersection of window & door installations, mirrors, counter tops and sink fixtures.
- Insure compatibility of all sealants with adjoining materials.

STEEL DOOR & WINDOWS FRAMES

Install steel doors and frames per plans and schedules; primed for field painting.

Install knock-down steel door frames for framed walls; 2" heads typ.
Coordinate with security vendor to incorporate electric strikes and other features needed.

Coordinate with door hardware hinge requirements for wider door units.
Install fire rated metal doors as needed.

Install knock-down steel window frames; primed for field painting.

WOOD DOORS

Install stain grade birch wood door for interior use; solid core.

Prefinished wood doors to have light finish.

ALUMINUM ENTRANCES AND STOREFRONT

Install exterior aluminum storefront windows & doors.

Fixed window units set in framed wall construction.

6'-0" wide double door & 4'-0" wide swing doors units with & without sidelight & transoms set in framed wall construction.

Install interior aluminum storefront windows and doors.

FINISH HARDWARE

Install Locksets and latch sets for new interior doors; Extra Heavy duty (commercial)

GLASS AND GLAZING

Install glass and glazing for all applications per following:

Exterior Aluminum Storefront Glazing:

Windows:

Mirrors: 1/4" tempered safety glass.

Doors Leafs and View Lite Panels:

GYPSUM DRYWALL

Install gypsum drywall work:

1/2" Densglass GWB sheathing on exterior wood framing at canopy ceilings.

GWB on Interior side of wood stud exterior walls. S

GWB on Interior wood stud walls and bulkhead framing. Moisture resistant GWB at all wet walls.

Install smooth Level 5 finish.

ACCOUSTICAL CEILINGS

Install ACT; 24" x 24" or 24" x 48" grid and tiles;

All ACT Ceiling Areas: Donn DX/DXL 15/16" White Grid;

RESILIENT FLOORING AND ACCESSORIES

Install resilient flooring; LVT tiles; Basic standard colors.

Install sheet flooring; Vinyl Sheets 12'-0" wide rolls w/ welded seams

Install 4" or 6" vinyl wall base:

CARPET

Install Carpet roll goods, solution dyed nylon, 12" rolls with 6Lb carpet pad:

Install Carpet tile with installation in office and public areas; solution dyed nylon, antimicrobial, integral backing;

Install Coved Vinyl wall base

Prep all floors including newly patched areas

PAINTING

Install surface preparation and painting for all unfinished interior and exterior surfaces, including electrical and mechanical equipment with shop primed surfaces.

Exterior Wood for opaque finish (trim): Alkyd primer, 1 coat; alkyd enamel (gloss finish), 2 coats.

Exterior Ferrous metal: Zinc chromate primer, 1 coat; alkyd enamel (gloss finish), 2 coats.

Interior Drywall: Latex primer, 1 coat; interior latex (egg shell finish), 2 coats.

Interior Drywall (wet areas): Latex primer, 1 coat; interior enamel (satin finish), 2 coats.

Interior Wood for opaque finish (trim): Alkyd enamel undercoater, 1 coat; alkyd enamel (semi-gloss finish), 2 coats.

Interior Ferrous metal: Alkyd metal primer, 1 coat; alkyd enamel (semi- gloss finish), 2 coats.

WINDOW TREATMENT

Install window coverings as follows:

Size: 1" Mini blinds for all exterior suite windows.

Color: White

GENERAL

- Visit required sites to review work to be performed when notified.
- Prevent damage to all building structures involved, including, but not limited to all walls, floors, stairways, and doorways.
- Do Not block access to emergency ingress/egress points of building infrastructure hubs with staged and/or stored items. This includes, but is not limited to stairwells, main corridors, electrical closets, communications closets.
- Working hours are considered to be 7:00 am through 4:00 pm Monday thru Friday

Contractor Failure to Report:

- If a contractor fails to commence work at the mutually agreed upon time, they may be considered in default and held responsible for any resulting additional damage or increase in purchase goods.

Work Estimates:

- The Contractor shall Install a detail written, not-to-exceed estimate of the work to be performed, within 3 business days of the request. The work request could be written or verbal. Such repairs shall be made only after receipt of a purchase order or in the case of an emergency approval from a University's representative. Actual repair work shall not exceed the Contractors estimate by 10 percent without first obtaining written approval to proceed.

Damaged property:

- Contractor will be responsible for repairing or replacing any University property damaged or lost during construction.
- Contractor will also be responsible for any damage done to building Exterior and

Interior, grounds and overhead wiring.

Invoicing:

- When services are requested, compensation to the Contractor will be based on the rates from the price proposal form.
- The Contractor shall be required to keep legible and detailed documentation on all work performed under this contract. Contractor shall install cost estimate to owner's representative and wait for approval to proceed. All invoices shall be received within seven (7) calendar days after work is performed. Invoicing shall include all the following in the order below:
 - Purchase Order Number
 - Name of District Representative that placed service call
 - Date of service
 - Building serviced
 - Total Cost

Duration of the Agreement

The term of the Agreement shall commence on the date that the vendor contract is issued. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of one (1) year. The Agreement shall reserve for AAMU the unilateral option of extending the term of the Agreement for four (4) additional terms of one (1) year(s) each, installed that the maximum duration of the Agreement shall not exceed five (5) years. The Agreement shall also contain a provision granting to AAMU the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.

**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.
- C. **Employee Benefit Certification.** Contractor's endorsement of this agreement certifies that no University employee or official, and no family members of a University employee or official will receive a benefit from this University payment, except as has been previously disclosed, in writing, to the University.
- D. **Liability.** University is not authorized to and does not indemnify, hold harmless, and cannot defend Contractor or any third party for any liability that may result from

activities under this Agreement. University and Contractor shall each be responsible for any and all liability resulting from the acts and /or omissions of their respective employees, officers, directors, agents and contractors. Neither party shall be liable for any liability resulting from the acts and/or omissions of the other party's employees, officers, directors, agents and contractors.

- E. Alabama tax Certification (Applicable to Agreements for the purchase or lease of tangible personal property).** In accordance with Section 41-4-116 of the Code of Alabama, by accepting this agreement, Contractor certifies that Contractor is appropriately registered to collect and remit sales, use, and lease tax on all taxable sales and leases of personal property in Alabama and that Contractor is not barred from bidding for or entering into a contract pursuant to Section 41-1-116 and that Contractor acknowledges that University may declare the Agreement void if this certification is false.
- F. 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.
- G. 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.
- H. 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.

I. 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.

J. 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

ALABAMA A&M UNIVERSITY

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____