

# Alabama A&M University



## **Passenger Bus Transportation Services**

**Invitation to Bid (ITB) 2K20-1**

**Bid Submission Deadline: 2 P.M. CST, February 11, 2020**

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## ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Tuesday, February 11, 2020 for

### **Passenger Bus Transportation 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/or AAMU Facilities site  
([www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx](http://www.aamu.edu/administrativeoffices/business-and-finance/facilities/pages/default.aspx) )

Questions shall be submitted via email only to [brian.shipp@aamu.edu](mailto:brian.shipp@aamu.edu) no later than 12:00 P.M. CST February 4, 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

Passenger Bus Transportation Services in accordance with Specifications, dated January 23 , 2020.

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:

Percent mark-up for fuel surcharge when fuel rise over \$3.30 per gallon: biased on U.S. Energy Information Administration \_\_\_\_\_%

Passenger Coach Type	Free Miles/ Day	Rate / Day	Excess Cost / Mile
54-56 Passenger Coach			
32-40 Passenger Coach			
15-21 Mini Bus			
8-11 Passenger Van			



**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
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**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>.



## 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.

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Notary Public

My commission Expires: 

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

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

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 <b>one</b> 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) ▶ _____ <b>Note.</b> 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](http://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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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



## **Passenger Bus Transportation Services**

**Invitation to Bid (ITB) 2K20-1**

**Bid Submission Deadline: 2 P.M. CST, February 11, 2020**



# **Alabama A&M University**

## **Passenger Bus Transportation**

### **Bid No. 2K20-1**

#### **INTRODUCTION**

Alabama A&M University ("University") is seeking bids from qualified vendors to provide passenger bus transportation services for the University. At any time during the contract term, Alabama A&M University reserves the right to terminate a contract for convenience or cause with 30 days prior notice to the vendor or cancel any trip at any time.

Alabama A&M University will issue the awarded vendor an open purchase order. It is to be understood that due to force majeure schedule changes may occur and transportation needs may be canceled. The University reserves the right to cancel a trip at any time. For these reasons, the vendor will invoice actual fees incurred to be paid in reference to the open purchase order.

Vendors are to itemize the total cost associated with each scheduled trip. Alabama A&M University understands that fuel costs and mileage are associated costs with travel and may not be known until after a trip has been completed.

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.

The awarded vendor(s) must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.

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





Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

## GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") must receive each vendor's bid/proposal package by mail or hand delivered no later than February 11, 2020, by 2:00 pm Central Time on the bid/proposal submission deadline, which will also be the date and time of the bid/proposal opening. Unless otherwise noted, the bid/proposal opening will take place at:

Alabama Agricultural and Mechanical University  
Purchasing Department  
4900 Meridian Street  
Patton Hall, Room 305  
Normal, AL 35762

All bids/proposals received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid/proposal does not meet the requirements of the statute because it is not sealed, and all such bids/proposals will be deemed ineligible for award. (Attorney General's Opinion # 91-016)

Mailed sealed bids/proposals sent to the Purchasing Department by logistics carriers such as FedEx, UPS, DHL, Airborne Express, and the U.S. Postal Service (USPS) must be sent to the following address:

Alabama A&M University  
Purchasing Department  
4900 Meridian Street  
Patton, Hall, Room 305  
Normal, AL 35762

2. **Bid/Proposal Preparation:** Alabama Agricultural and Mechanical University bid/proposal forms must be completed and returned as a part of the bid quote/proposal. Bids/proposals should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid/proposal with the requirements set forth in the bid/proposal form. **All bids/proposals must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope.** Bidders are required to submit all items required in the bid/proposal package.

An authorized representative of the Bidding Agency shall sign ITB bid/proposal documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid/proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid/proposal should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid/proposal in response to this ITB/proposal may be required to give an oral presentation of their bid/proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid/proposal but will in no way change the original bid/proposal. If an oral presentation is to be required, the Awarding Authority will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.
4. **Bid Bonds:** It is required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid/proposal to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted.
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids/proposals and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed



in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those Bidders that submitted bids/proposals on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid/proposal and shall award the bid/proposal to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids/proposals at any time prior to an award.

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

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

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids/proposals, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88<sup>th</sup> Congress, the "Civil Rights Act of 1964."

7. **Bid/Proposal Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids/proposals shall remain firm for a minimum of thirty (30) days from the date of bid/proposal opening and any exceptions must be clearly stated.
8. **Bid/Proposal Opening:** Bidders may attend the bid/proposal opening, but no information or opinions concerning the ultimate award will be given at the bid/proposal opening or during the evaluation process. After the public opening of this bid/proposal, the results will not be available to Bidders not attending the opening until after an award is made.
9. **Bids/Proposals are Public Record:** All bids/proposals become a matter of public record at bid/proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid/proposal whether labeled confidential or not.
10. **Vendor Authorization:** Vendor must be an authorized distributor/agent to provide services proposed in this bid/proposal request. When it is deemed to be in the best interest of the University.
11. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
12. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
13. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University



**Alabama A&M University Passenger Bus Requirements**  
***Buses provided for the trips must meet the following requirements:***

**Required items:**

- Buses that are sent to us for use must be no older than the 2016 models in excellent running condition, (your latest models preferred). In the event that the bus/buses does not meet our requirements, we reserve the right to a reduction in price or the right to cancel services for the remainder of the bid term.
- 54-56 Passenger motor-coach, 32-40 Passenger motor-coach, 15-21 Passenger Mini-Bus, 8-11 Passenger Van
- The bus exterior physical appearance (color, graphics, etc.) should be identical for all total requested buses
- Roomy reclining seats
- Overhead racks for carry-on bags
- Working Audio/DVD video equipment
- Climate-controlled air conditioning and heating systems
- Large, weather-proof luggage compartments below bus
- Wi-Fi and/or Satellite Capability
- Bus driver must be knowledgeable regarding site-directions per itinerary
- Buses must be punctual and capable of arriving and departure time per itinerary
- Buses should be serviced and ready for travel prior to departure. Should a bus breakdown, another bus should be made available immediately.
- The bidder must be licensed for interstate and intrastate passenger transportation
- Each bus must be equipped with all safety devices and must meet all applicable state and federal requirements.
- Each bus must have affixed a current DOT inspection sticker
- The successful bidder will be required to provide a Certificate of Insurance to the University
- The University reserves the right to cancel a trip at any time due to inclement weather or schedule changes.
- Award will be made to the bidder(s) who is determined by the University who best meet its need and objectives.

**Requested by not required:**

- Cell phone charging ports
- Individual reading lights and above head air vent controls
- Kneeling coaches to shorten the distance between the ground the ground and the first step
- Successful bidder should be a member of either the United Bus Owner's Association, or the American Bus Association/United Motor Coaches of America

(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: **Passenger Bus Transportation Services**

(6) The **CONTRACT DOCUMENTS** are dated October 30, 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.

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



## 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: \_\_\_\_\_