

KITCHEN EQUIPMENT REPAIR 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 8, 2022
Pre-Bid Date.....February 24, 2022 at 10:00 A.M. CST
Deadline for Submitting Questions.....February 28, 2022 at 12:00 P.M. CST
Deadline for Submitting Bids..... March 8, 2022 2:00 P.M CST

Bid No. 2K22-12F

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ADVERTISEMENT FOR BIDS

Sealed proposals will be received by **Alabama A&M University in Normal, AL** at the office of Jeffrey Robinson, Alabama A&M University, Department of Purchasing – Room 305 Patton Hall 4900 Meridian Street Normal, Alabama 35762, until 2:00 P.M. CST, Tuesday, March 8, 2022 for

KITCHEN EQUIPMENT REPAIR SERVICES AND PREVENTIVE MAINTENANCE

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

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

A Pre-Bid Conference will be held at the Facilities Office at 10:00 A.M. CST on Thursday, February 24, 2022.

Questions shall be submitted via email only to brian.shipp@amu.edu by 12:00 P.M. CST February 28, 2022.

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

Alabama A&M University

PROPOSAL FORM

To: _____

Date: _____

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

(Legal Name of Bidder) hereby proposes to furnish all labor and materials and perform all work required for the construction of

WORK: **Kitchen Equipment Repair Services And Preventive Maintenance** in accordance with Specifications, dated February 7, 2022.

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

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

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

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

BID:

Contractor shall provide pricing for quarterly preventative maintenance, service as outlined in the specifications.

_____ \$ _____ Dollars

In addition Contractor shall also provide the following labor rate for work outside of the specifications.

Hourly Rate (Technician)	_____
Hourly Rate (Helper)	_____
Emergency / After Hours (1.5xLR)	_____
Emergency / After Hours (Helper) (1.5xLR)	_____
Sunday Rate (2.0xLR)	_____
Holiday Rate (2.5xLR)	_____
Materials Mark up	_____
Rental Equipment Mark up	_____
Trip Charge	_____

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> .

BID BOND

https://dcm.alabama.gov/PDF/forms/C-4_Bid_Bond.pdf

KITCHEN EQUIPMENT REPAIR SERVICES AND PREVENTATIVE MAINTENANCE

A. GENERAL

Provide equipment maintenance repair services on all equipment items as listed herein. Repair services shall be defined as:

Providing all necessary labor, materials, supplies, including supervision that will allow for the successful bidder to repair equipment consistent with manufactures service recommendations. This includes repairing any failure of any magnitude, using original equipment manufacturer (OEM) procedures and guidelines, OEM parts and OEM recommended oils, seals, gaskets, supplies, etc. to have a single bidder capable of providing the services described within this agreement. It is not intended that this repair service be subcontracted out to another vendor.

The University reserves the right to award this contract to multiple vendors based on equipment serviceability.

1. QUARTERLY PREVENTIVE MAINTENANCE AND REPAIR SERVICE DEFINED

The successful bidder(s) will not subcontract liabilities for equipment failures. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without delays. The equipment shall be returned to operational duty as quickly as good repair maintenance dictates. If so directed around the clock service must be provided to return equipment to an operating condition.

B. GENERAL SPECIFICATIONS

Provide all labor, materials and equipment necessary to render service as follows: initial response times are to be within 4 hours of notification by the University's designee. Repairs are to be complete during the initial response or within 48 hours after the initial visit. Vendor shall be required to work holidays and weekends.

Provide all labor and materials and equipment necessary to do quarterly preventative maintenance at Wilson Dinning Hall, Foster Dinning Hall, Subway, Pod, Juice Bar, Stadium Concession Stands, and Elmore Gym Concession Stand.

The cost of unscheduled service at other than normal working hours shall be the responsibility of the facility; however, the contractor shall utilize the rate structure as bid on this contract. Expected response time for emergencies will be within 4 hours.

The contractor is to maintain an adequate inventory of necessary and customary parts in their service vehicles to make repairs at the initial visit in order to keep return visits to a minimum.

If the vendor indicates repairs that are outside the scope of this agreement, the service contractor shall provide the Owner in writing a price including labor, parts and materials. The University reserves the right to seek other proposals.

The vendor shall maintain a record of all maintenance service and repairs relating to the equipment. Written reports are to be submitted to the University's designee upon completion. If a problem is found that has the potential to be a major problem, or if it may be the cause for shutdown repairs, then this problem must be directly brought to the attention of the University's designee so that a plan of action can be formulated for the timeliest repair to the equipment.

The vendor guarantees that all service repairs shall be performed in a professional manner. Any claim for defective workmanship must be provided to the Vendor in written notice prior to the termination date of this agreement upon which vendor agrees to remedy and redo any such services(s) in a timely manner without cost to the University.

The vendor also warrants against defects in materials, workmanship of all the vendor part(s) or component(s) supplied hereunder for the manufacturer's warranty period. If any parts(s) or component(s) should provide defective during the aforementioned warranty period, the vendor will at its option, repair or replace any such items provided they were not damaged, abused, or affected by chemical properties. This warranty is in lieu of all other warranties, express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose. The vendor's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service shall be facility's exclusive remedy under this agreement.

Part(s), component(s) or services furnished by the vendor carry the same guarantee to the facility as the vendor receives. If the facility requests parts of services not included in this agreement, it is agreed that all requested part(s), component(s) or services supplied by the vendor will be accepted subject to the vendor's conditions of sale issued with each order.

C. MINIMUM QUALIFICATIONS

This section identifies the Minimum Qualifications for bidding Service Providers and requires specific response and affirmation in the bid. The 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. Service provider shall have at least three (3) years of experience in the commercial kitchen equipment repair business
- B. Technicians selected to perform work for this bid/contract shall have a minimum of five (3) years of experience
- C. Be financially sound and in good standing

D. GENERAL REQUIREMENTS

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

- 1. University business hours are 7:00 a.m., to 4:00 p.m. unless otherwise indicated by an authorized University's representative.
- 2. The service provider shall maintain a single point of contact on a 24 hour/holiday/weekend basis.
- 3. All technicians for the service provider shall wear identification in the form of name tag and clothing with the company name patch.
- 4. All areas of work shall be left in a clean condition and all debris shall be removed daily and upon completion of service.
- 5. Service provider vehicles shall be clearly marked with service provider name.
- 6. Salvage equipment if requested shall be returned to the Owner.

7. In the event that new equipment or parts installed by the service provider fails and is under warranty, the service provider will be responsible for replacement and contacting the equipment company for warranty repair. The University will not be responsible for any additional cost to repair new equipment or parts that are under warranty.
8. If follow-up work is required to correct recent work, including improper repairs, installation, or substandard parts, the cost of said work is the sole responsibility of the service provider and no cost to the University.
9. If a job can't be completed during regular business hours, the service provider will be allowed to finish the next day, or complete the job on overtime with the approval of an authorized University's representative.
10. Overtime rates shall not exceed 1 1/2 times the normal rate or what is allowed by federal guidelines.
11. Any shutdown of services or utilities shall be approved first by an authorized University's representative.
12. Safety is the sole responsibility of the service provider. Any building maintenance performed by the Service Provider shall meet, at a minimum, OSHA workplace safety requirements, as well as all local, state and federal requirements.
13. The service provider shall be able to respond to service call within (4) four hours after notice to proceed.
14. The Service Provider 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 Service Provider negligence.
15. Equipment found to be operating improperly will be documented and brought to the attention of the University's Contact person, and corrected, if approved an estimated quote is required at no cost to the Facility.
16. Submit written service reports with invoices to document hours of work and labor and parts.
17. The awarded vendor is required to identify what equipment is under contract by using a sticker or plate to be affixed to the equipment.

E QUARTERLY PREVENTATIVE MAINTENANCE SCOPE OF WORK

Preventative maintenance shall include the following services:

1. Walk-in Refrigeration
 - a. Verify defrost heaters and time clock operation
 - b. Walk-in Freezer Set Defrost – 4:00PM, 10:00PM, 2:00AM, 6:00AM for 45min. each
 - c. Verify thermostat is set correctly
 - d. Temp 35 degree with 3-5-degree differential
 - e. Verify condenser and evaporator fan motors operation, oil condenser motors, if required
 - f. Check, clean and blowout drain lines (add non-corrosive algaecide tablets)
 - g. Inspect gaskets, hinges, latches and door closer (adjust/tighten as necessary)
 - h. Brush clean evaporator coils
 - i. Check freezer door heaters/drain line heaters/insulation on drain pipes
 - j. Inspect electrical cords and connections
 - k. Check food product storage for lids and proper air flow
 - l. Lubricate motors, blowers, bearings, etc.
 - m. Brush clean filters on condenser coils
 - n. Clean condensate pans and flush drain piping
 - o. Clean Condenser coils-one chemical clean and three brush clean
2. Reach-in Freezers, Reach-in Coolers and Line Coolers
 - a. Inspect freezer door frame and drain heaters
 - b. Inspect gaskets, hinges, latches, and door closer (adjust/tighten as necessary)
 - c. Verify temperature is set correctly
 - d. Inspect service cords and plugs
 - e. Check, clean and blowout drain lines (add non-corrosive algaecide tablets)

- f. Check freezer door heaters/drain line heaters/insulation on drain pipes
 - g. Inspect electrical cords and connections
 - h. Inspect site glass for moisture and bubbles
 - i. Check food product storage for lids and proper air flow
 - j. Check Caster for proper movement (if applicable)
 - k. Brush clean filters on condenser coils
 - l. Clean condenser coils and inspect with every filter change
3. Hotside Cooking Equipment
- a. Check all plugs, cords, and electrical connections
 - b. Check all equipment exhaust and flues to be sure clear of obstruction and working properly
 - c. Check calibration and set points to ensure all cooking equipment is temping at set points, calibrate as needed
 - d. Check all burner orifices to be they are clear, clean as needed
 - e. Check all seals/gaskets to be sure no leaks are present
 - f. Check ignitors, elements, and motors as applicable
 - g. Check all tanks, vats or boilers as applicable to ensure no cracks or leaking present
 - h. Check drain valves, drains and pumps for proper operation
 - i. Check all knobs and thermostats to be sure they are present and working normally
4. Dish Machine
- a. Check all plugs, cords, and electrical connections
 - b. Check all equipment exhaust and flues to be sure clear of obstruction and working properly
 - c. Check conveyor for proper operation and safeties
 - d. Check proper water flow throughout unit
 - e. Check burner elements
 - f. Check booster heater for proper operation
 - g. Check drain operations
 - h. Check all switches
 - i. Confirm wash and rinse water temps are within correct perimeters

F. DINNING LOCATIONS WITH EQUIPMENT

1. Wilson Dinning Hall and Foster Dinning Hall
- a. Steamer -2
 - b. Convection Ovens-12
 - c. Fryers-13
 - d. Pizza Oven-4
 - e. Heated Holding Cabinet-6
 - f. Tilt Skillet-2
 - g. Charbroiler-4
 - h. Large Kettle-2
 - i. Small Kettle-2
 - j. Conveyor Oven-2
 - k. Hot and Cold food well-17
 - l. Heated Shelf Warmer-4
 - m. Flat Top Griddle-6
 - n. French Fry Warmer-2
 - o. Rotisserie-1
 - p. Oven/Flat top Griddle-1
 - q. Toaster-1
 - r. Turbo Shelf-2
 - s. Dish Machine-2

2. Subway
 - a. Coldwell-2
 - b. Proffer-1
 - c. Reach-in Refrigerator-2
 - d. Reach-in Freezer-1
3. The Pod
 - a. Reach-in Refrigerator-3
 - b. Cooler-1
 - c. Reach-in Freezer-4
4. Wellness Center Juice Bar
 - a. Ice Machine-1
 - b. Reach-in Cooler-2
 - c. Reach-in Freezer-1
5. Stadium Concession Stands
 - a. Ice Machine-5
 - b. Reach-in Cooler-13
 - c. Reach-in Warmer-2
 - d. Reach-in Freezer-2
6. Elmore Gym Concession Stand
 - a. Reach-in Cooler-1
7. Drake Station
 - a. Reach-in Cooler-2
 - b.

G. INVOICING

1. When services are requested, compensation to the contractor for service call response will be based on the hourly labor rates from the price proposal form.
2. Hours shall be calculated daily from time the service providers personnel arrives at a location.
3. Travel time to and from the location will not be compensated.
4. Only one trip charge may be billed for multiple work orders performed by the same technician on the same day at the same site.
5. Parts must be itemized and billed at actual cost plus the pre-determined mark-up.
6. The service provider shall be required to keep legible and detailed documentation on all work performed under this contract. All invoices shall be received within seven (7) calendar days after work is performed. Invoicing shall include all the following in the order below:
 - a. AAMU Purchase Order Number
 - b. Name of District Representative that placed service call
 - c. Date of Service
 - d. Time in time out
 - e. Equipment Serviced
 - f. Specific area and equipment being serviced (location of equipment, make and model, serial number)
 - g. Detailed diagnosis of the problem and repair
 - h. Number of services hours
 - i. Hourly rate per pricing form
 - j. Cost of materials and equipment used (itemized list)
 - k. Name of technician
 - l. Signature of AAMU Representative
 - m. Warranty of any new material / equipment installed
 - n. Total Cost

H. DURATION OF AGREEMENT

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

If at any time the University is dissatisfied with the service and/or the labor performed under this contract, the University may request and receive new technician(s) to service its equipment.

The contractor shall not subcontract any part of the agreement with another Contractor.

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

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

E-VERIFY – NOTICE (BID)

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

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

E-Verify Affidavit

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

AFFIDAVIT 1

I, _____, a duly authorized officer or agent of

_____ (contractor), do execute this affidavit on behalf of

_____ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

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

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My commission Expires: _____

AFFIDAVIT 2

I, _____, a duly authorized officer or agent of

_____ (contractor), do execute this affidavit on behalf of

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

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

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorize Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public

My commission Expires: _____

**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 or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to non-binding mediation in Huntsville, Alabama.
- D. Loss of Funding.** Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University. Performance by University under the Agreement may be dependent upon the appropriation and allotment of funds by the

Alabama State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then University will issue written notice to Contractor and University may terminate the Agreement without further duty or obligation hereunder.

- E. Limitations.** The parties are aware that there are Constitutional and statutory limitations on the authority of University (a State agency) to enter into certain terms and conditions of the agreement, including but not limited to,
1. terms and conditions relating to liens on University's property;
 2. disclaimer and limitations of liability for damages;
 3. waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
 4. limitations of periods to bring legal action;
 5. granting control of litigation or settlement to another party;
 6. liability for acts or omissions of third parties;
 7. payment of attorney's fees;
 8. alternative forms of dispute resolution; 9. indemnities; and
 10. confidentiality.

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

F. Beeson-Hammond Act (Alabama Immigration Act). By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

CONTRACTOR

By: _____
Its: _____
Date: _____

ALABAMA A&M UNIVERSITY

By: _____
Its: _____
Date: _____

End of Bid Specifications

