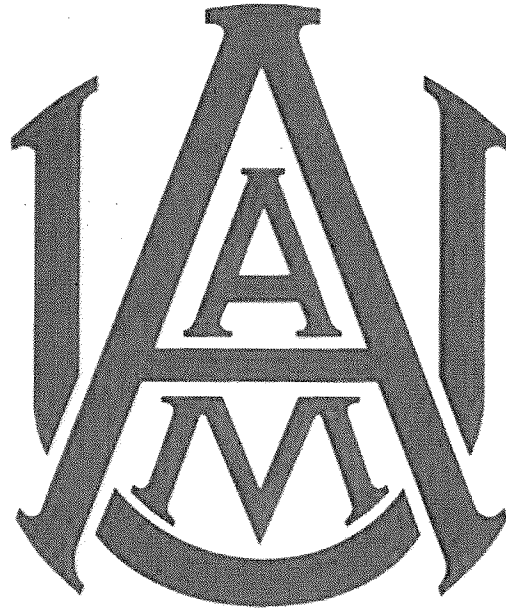


# Alabama A&M University



Passenger Bus Transportation for  
Men's & Women's Basketball Teams for  
2018-2019 Academic Year

Invitation to Bid (ITB) –

2K19-01B

**Bid Submission Deadline: Tuesday, October 23, 2018; 2 P.M. CST**

**Alabama A&M University**  
**Passenger Bus Transportation for**  
**Men's and Women's Basketball Teams –**  
**2018 – 2019 Season**

**Bid No. 2K19-01B**

**INTRODUCTION**

Alabama A&M University ("University") is seeking bids from qualified vendors to provide passenger bus transportation services for the Men's and Women's Basketball Teams. 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.

In the event that one company cannot accommodate both the Men's and Women's Basketball Teams for their full schedules, Alabama A&M University reserves the right to award more than one (1) company the bid to ensure adequate coverage for each game on the schedule.

Alabama A&M University will issue the awarded vendor(s) an open purchase order in the sum of the estimated total contract value. 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. It is to be understood that the quoted, estimated total contract value is to be considered the not to exceed price under the assumption no schedule changes occur. Therefore, a vendor may not actually receive the total estimated contract value as revenue.

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. For those reasons, bidders are encouraged to provide their best estimate of the price for each trip.

Vendors must provide as an attachment a listing of their passenger bus fleet by Vehicle Identification Number (VIN), Make, Model, and Vehicle Year that meet or exceed the requirements of Invitation to Bid No. 2K19-01B. Only vehicles that meet or exceed these requirements may be offered to Alabama A&M University at any point during the duration of the season as reflected on the Proposal Sheet.

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



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

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## 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 2:00 P.M. 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. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.
- 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.

A bid/proposal accepted in error as the lowest responsible bid/proposal is null and void and AAMU, upon discovery of the error, may accept the lowest bid/proposal and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her bid/proposal is within ten percent (10%) of the foreign entity's lowest responsible bid/proposal. AAMU may also award the contract to any of the following "in-state" responsible Bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise
- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an "in-state" vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid/proposal to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:
- A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract's terms.
  - B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid/proposal.

7. **Bid/Proposal Withdrawal:** No bids/proposals may be withdrawn without approval from Alabama Agricultural and Mechanical University's Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid/proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid/proposal list. No bid/proposal may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor."

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid/proposal (ITB) requests.

8. **Bid/Proposal Rejection:** The Awarding Authority may reject any bid/proposal if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may reject the bid/proposal and negotiate the purchase or contract, provided that the negotiated price is lower than the bid/proposal price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General's Opinion # 98-140). In the event only one bidder responds to an invitation to bid/proposal, the Awarding Authority may also advertise for and seek other competitive bids/proposals. Where only one responsible and responsive bid/proposal is received, AAMU may only negotiate for a price lower than the single bid/proposal received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid/proposal evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid/proposal response. Bids/proposals containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.
10. **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."

11. **Non-Collusion:** Any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid/proposal at a fixed price or to refrain from bidding, or otherwise, shall render the bids/proposals of such Bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid/proposal.
12. **New Products:** Unless specifically called for in the bid/proposal, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid/proposal. The manufacturer's standard warranty will apply unless otherwise specified in the bid/proposal. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.
13. **Bonds:** Bid/proposal and performance security bond, when required will be indicated.
14. **Bid/Proposal Submission:** Failure to submit a bid/proposal on the official Alabama Agricultural and Mechanical forms provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid/proposal as non-responsive.

Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the purchase.

Submission of bid will be considered presumptive evidence that the Bidder is conversant with the requirements of the documents and has made due allowance in his or her bid for all contingencies.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

**All bids/proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal number, name of the project, and date.**

All bids/proposals must be signed. Failure to do so will result in rejection of the bid/proposal.

15. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids/proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in

the bid/proposal will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the bid/proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid/proposal requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid/proposal for evaluation purposes.

16. **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.
17. **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.
18. **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.
19. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid/proposal (ITB). Normally in competitive sealed bidding only the information furnished with the bid/proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal non-responsive. Unless the bidder clearly indicates in its bid/proposal that the product offered is an "Equal" product, such bid/proposal will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc.



are intended to establish quality standards and does not exclude bids/proposals from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid/proposal request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
21. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid/proposal from the defaulting contractor will be considered.
22. **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.
23. **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.
24. **Warranties:** Should merchandise described on this bid/proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the bid/proposal. Bids/proposals offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE." Warranty information may be criteria in making this award. Failure of Bidders to furnish this data may cause rejection of the complete bid/proposal as being non-responsive.
25. **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.



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

## **Contractor's E-Verify Clause and Affidavit**

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) 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.

### **E-VERIFY – NOTICE (RFP)**

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 RFP/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 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).

## Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form 1)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- Driver's license or non-driver's identification card** (issued by Alabama *or* the division of motor vehicles or the equivalent governmental agency of another state within the United States *if* the agency indicates on the applicant's driver's license or non-driver's identification card that the person has provided satisfactory proof of United States citizenship).
- Birth certificate**
- Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant's passport number),
- United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).
- Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).
- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**
- Consular report of birth abroad of a citizen of the United States of America.**
- Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).
- Certification of report of birth** (issued by the United States Department of State).
- American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).
- Final adoption decree** (showing the applicant's name and United States birthplace).
- Official United States military record of service** (showing the applicant's place of birth in the United States).
- Extract from a United States hospital record of birth** (created at the time of the applicant's birth indicating the applicant's place of birth in the United States).

### CITIZENSHIP DECLARATION



Under penalty of perjury, I, Bryan Weeks, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

Bryan Weeks  
(Declarant's Signature and Date)

**Alabama A&M University Passenger Bus Requirements**

***Buses provided for the trips must meet the following requirements:***

- Buses that are sent to us for use must be no older than the 2013 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.
- 55/56 passenger coach
- The bus exterior physical appearance (color, graphics, etc.) should be identical for all total requested buses
- Roomy reclining seats with foot rest
- Individual reading lights and above head air vent controls
- Working Audio/DVD video equipment
- Cell phone charging ports
- Spacious clean restroom
- Overhead racks for carry-on bags
- 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. If this problem persists, we reserve the right to cancel services for the remainder of the bid term.
- Kneeling coaches to shorten the distance between the ground the ground and the first step
- Successful bidder must be a member of either the United Bus Owner's Association, or the American Bus Association/United Motor Coaches of America
- 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 who is determined by the University who best meet its need and objectives.

I, , representative of   
(Signature) (Name of Vendor/Company)

Understand by signing this Bus Bid Requirement from Alabama A&M University Athletic Department, that my company is responsible for meeting all requirements as listed or may not be considered as a vendor.

**Note:** In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

|  |                     |  |
|--|---------------------|--|
| F.O.B. Point                           | TERMS<br>30         | WARRANTY                                 |
| AAMU DESTINATION<br>ESTIMATED DELIVERY | YOUR REFERENCE NO.* | QUOTATION EFFECTIVE UNTIL<br>Nov 23 2018 |

\*Your company reference number, if applicable with this bid quotation.

**Certification Pursuant To Act No. 2006-557**

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Spirit Coach LLC  
 \_\_\_\_\_  
 COMPANY NAME (TYPE OR PRINT)

256-772 7751  
 \_\_\_\_\_  
 TELEPHONE NUMBER

Bryan Weeks  
 \_\_\_\_\_  
 SIGNER'S NAME (TYPE OR PRINT)

256 772 7791  
 \_\_\_\_\_  
 FAX NUMBER

*B. Weeks*  
 \_\_\_\_\_  
 SIGNATURE

10/19/18  
 \_\_\_\_\_  
 DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A& M University is an instrumentality of the State and is federal, state and local tax exempt.

**SPECIAL NOTE:**

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

## **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 Spirit Coach LLC

ADDRESS 9290 A Madison Blvd

CITY, STATE, ZIP Madison Alabama 35758 TELEPHONE NUMBER (256) 772-7751

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 |
|---------------------------|------------------------|-----------------|
| University of Alabama     | Charter SVC            | 50,000          |
| Jacksonville State        | Charter SVC            | 40,000          |
| University of Alabama HSV | Charter SVC            | 30,000          |

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 |
|-------------------------|--------------------|-----------------|
| N/A                     |                    |                 |

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 |
|----------------------------------|---------|-------------------------|
| N/A                              |         |                         |

OVER

2. 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 |
|-----------------------|---------|---|--|
| None                  |         |   |  |
|                       |         |   |  |

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.)

NIA

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.)

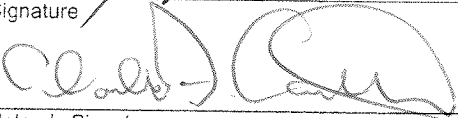
NIA

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 |
|----------------------------------|---------|
| None                             |         |
|                                  |         |

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: 10/19/18

Notary's Signature:  Date: 10/19/18

MY COMMISSION EXPIRES JUNE 15, 2020

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.



AFFIDAVIT 2

I, Bryan Weeks, a duly authorized officer or agent of Spirit Coach LLC (contractor), do execute this affidavit on behalf of Spirit Coach LLC (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.

420368  
E-Verify Employment Eligibility Verification User Identification Number

Spirit Coach LLC  
Name of Contractor

B. Weeks  
Signature of Authorized Officer or Agent of Contractor

Dir of Operations  
Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 22 DAY OF OCT, 2018.

Deall J. [Signature]

Notary Public

My commission Expires:

**MY COMMISSION EXPIRES JUNE 15, 2020**



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

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### INSTRUCTIONS UNIQUE TO THIS INVITATION TO BID (ITB)

1. The sealed bid package submission deadline is Oct. 23, , 2018 at 2:00 P.M. Central Standard Time (CST). Bids not received by that time will be ineligible from further consideration. It shall not be sufficient to show that a bid was postmarked by or before the bid submission deadline.
2. A bid bond is not required for this bid. Therefore, do not submit a bid bond.
3. Bidders must submit all provided documents with each bid response.
4. Please type Invitation to Bid responses directly into the PDF you have been provided. Handwritten responses are accepted but not preferred.
5. This bid is being advertised through Vendor Registry.

Please bid on the following itemized trips each for a 56 passenger bus capacity providing a grand total where required. Please sign and date this bid sheet where required. **MEN'S BASKETBALL TRANSPORTATION SCHEDULE AND PROPOSAL SHEET**

| EVENT                               | GAME DATE  | LOCATION         | Travel Date | Departure Time | Game Time | Return Date          | Departure Time from Game Location | Transport | Lodging   | # of Travelers | Bus Capacity | No. of Buses | Price of Trip    |
|-------------------------------------|------------|------------------|-------------|----------------|-----------|----------------------|-----------------------------------|-----------|---|----------------|--------------|--------------|------------------|
| North-eastern State                 | 11/23/2018 | Natchitoches, LA | 11/21/2018  | 10:00 AM       | 6:30 PM   | N/A                  | Flying Straight to New York       | Bus       | Holiday Inn Alexandria<br>Downtown Convention Center<br>701 4th Street<br>Alexandria, LA 71301<br>P:518.541.8333                              | 25             | 56 Passenger | 1            | 4,378.00         |
| University of South Alabama         | 12/19/2018 | Mobile, AL       | 12/18/2018  | 10:30 AM       | 7:05 PM   | N/A                  | Flying Straight to Philly         | Bus       | Mobile Marriott<br>3101 Airport Boulevard<br>Mobile, AL 36606<br>P:251.478.4400   | 25             | 56 Passenger | 1            | 2,879.00         |
| Mississippi Valley State University | 1/12/2019  | Ita Bena, MS     | 1/11/2019   | 11:00 AM       | 4:30 PM   | 1/14/2019            |                                   | Bus       | Holiday Inn Express<br>401 Clements Street<br>Greenwood, MS 38935<br>662.455.1865   | 25             | 56 Passenger | 1            | 2,423.00         |
| University Arkansas Pine Bluff      | 1/14/2019  | Pine Bluff, AR   | 1/13/2019   | TBA            | 7:30 PM   | 1/15/2019            |                                   | Bus       | Hampton Inn & Suites<br>511 Mallard Loop<br>Pine Bluff, AR 71605<br>PE70.850.7488 F:870.850.7454  | 25             | 56 Passenger | 1            | 2,999.00         |
| Alcorn State                        | 2/25/2019  | Lorman, MS       | 2/24/2019   | TBA            | 7:30 PM   | 2/26/2019<br>(Early) | 9:30 PM                           | Bus       | Courtyard by Marriott<br>1 Underwood Drive<br>Vicksburg, MS 39180<br>601.636.8788   | 25             | 56 Passenger | 1            | 3,386.00         |
| Jackson State University            | 3/7/2019   | Jackson, MS      | 3/6/2019    | 11:00 AM       | TBA       | 3/9/2019             |                                   | Bus       | Jackson Marriott<br>200 East Azrite Street<br>Jackson, MS 39201<br>601.969.5100   | 25             | 56 Passenger | 1            | 2,902.00         |
| Grambling State                     | 3/9/2019   | Grambling, LA    | 3/8/2019    | TBA            | 5:00 PM   | 3/10/2019<br>(Early) | 7:00 PM                           | Bus       | Fairfield Inn and Suites Marriott<br>1707 Roberts Avenue<br>Ruston, LA 71270<br>P:318.251.9600<br>F:318.251.9605<br>EMAIL:m.kalley@hotels.net | 25             | 56 Passenger | 1            | 4,148.00         |
| <b>TOTAL</b>                        |            |                  |             |                |           |                      |                                   |           |   |                |              |              | <b>23,115.00</b> |

SIGNATURE 

DATE 10/19/18 October 22 2019

Please bid on the following itemized trips each for a 56 passenger bus capacity providing a grand total where required. Please sign and date this bid sheet where required. WOMEN'S BASKETBALL TRANSPORTATION SCHEDULE & PROPOSAL SHEET

| EVENT   | GAME DATE     | LOCATION         | Travel Date | Departure Time from Campus | Game Time | Return Date | Departure Time from Game   | # of Travelers | Bus Capacity | No. of Buses | Price of Trip |
|---|---------------|------------------|-------------|----------------------------|-----------|-------------|----------------------------|----------------|--------------|--------------|---------------|
| University of Illinois                          | 11/7/2018     | Champaign, IL    | 11/6/2018   | 6:00 a.m.                  | 11:00 AM  | 11/7/2018   | Immediately After the Game | 25             | 56 Passenger | 1            | 3,241.00      |
| University Alabama (Birmingham)                 | 11/28/2018    | Birmingham, AL   | 11/28/2018  | 2:00 p.m.                  | 6:00 PM   | 11/28/2018  | Immediately After the Game | 25             | 56 Passenger | 1            | 790.00        |
| Murray State University                         | 12/1/2018     | Murray, KY       | 11/30/2018  | 2:00 p.m.                  | 5:00 PM   | 12/1/2018   | Immediately After the Game | 25             | 56 Passenger | 1            | 1530.00       |
| Austin Peay University                          | 12/9/2018     | Clarksville, TN  | 12/8/2018   | 12:00 p.m.                 | 2:00 PM   | 12/9/2018   | Immediately After the Game | 25             | 56 Passenger | 1            | 3,500.00      |
| University of North Florida / Christmas Classic | 12/20-21/2018 | Jacksonville, FL | 12/19/2018  | 5:00 a.m.                  | TBA       | 12/21/2018  | Immediately After the Game | 25             | 56 Passenger | 1            | 3,640.00      |
| Mississippi Valley State                        | 1/12/2019     | Itta Bena, MS    | 1/11/2019   | 6:00 AM                    | TBA       | 1/14/2019   | Immediately After the Game | 25             | 56 Passenger | 1            | 3,060.00      |
| Arkansas Pine Bluff                             | 1/14/2019     | Pine Bluff, AR   | 1/13/2019   | TBA                        | 7:30 P.M. | 1/13/2019   |                            | 25             | 56 Passenger | 1            | 2,465.00      |
| Southern University                             | 2/23/2019     | Baton Rouge, LA  |             |                            |           |             | Immediately After the Game | 25             | 56 Passenger | 1            |               |
| Alcorn State University                         | 2/25/2019     | Lorman, MS       | 2/22/2019   | 5:00 AM                    | 5:30 PM   | 2/25/2019   |                            | 25             | 56 Passenger | 1            | 4,200.00      |
| Jackson State University                        | 3/7/2019      | Jackson, MS      |             |                            | 5:30 PM   |             | Immediately After the Game | 25             | 56 Passenger | 1            |               |
| Grambling State University                      | 3/9/2019      | Grambling, LA    | 3/6/2019    | 6:00 AM                    | 3:00 PM   | 3/9/2019    | Immediately After the Game | 25             | 56 Passenger | 1            | 5,045.00      |
| <b>TOTAL</b>                                    |               |                  |             |                            |           |             |                            |                |              |              | 27,471.00     |

SIGNATURE 

DATE 10/19/18

PM-26  
(Rev. 1/95)

SERVICE DATE  
October 25, 1999

DEPARTMENT OF TRANSPORTATION  
OFFICE OF MOTOR CARRIER SAFETY

CERTIFICATE

MC 365947 C

SPIRIT COACH, LLC  
HUNTSVILLE, AL, US

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier of passengers, in charter and special\_operations, by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387); the designation of agents upon whom process may be served (49 CFR 366); and tariffs or schedules (49 CFR 1312). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division

NOTE: Applicant is a nonrecipient of governmental financial assistance.

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

## Request for Taxpayer Identification Number and Certification

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

|   |  |  |
|---|--|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)<br><b>Spirit Coach, LLC</b>  |  |
|   | Business name/disregarded entity name, if different from above   |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b><br><input type="checkbox"/> Other (see instructions) ▶ | Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____ |
|   | Address (number, street, and apt. or suite no.)<br><b>9290 Madison Boulevard</b><br>City, state, and ZIP code<br><b>Madison, AL 35758</b><br>List account number(s) here (optional)  | Requester's name and address (optional)  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

|   |  |
|---|--|
| Social security number                  |  |
| [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] |  |
| Employer identification number          |  |
| 6 3 - 1 2 3 6 9 3 7                     |  |

**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 ▶ <b>8/30/16</b> |
|-----------|----------------------------|-----------------------|

**General Instructions**

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

Future developments. The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**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.

## THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

### ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Spirit Coach LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 420368

Approved by:

|  |            |
|--|------------|
| <b>Employer</b>  |            |
| Spirit Coach LLC   |            |
| Name (Please Type or Print)                                    | Title      |
| Fred Carpenter   | Controller |
| Signature  | Date       |
| Electronically Signed  | 06/07/2011 |
| <b>Department of Homeland Security – Verification Division</b> |            |
| Name (Please Type or Print)                                    | Title      |
| Electronically Signed  |            |
| Signature  | Date       |
|  | 06/07/2011 |



Company ID Number:

| Information Required for the E-Verify Program       |  |
|---|--|
| <b>Information relating to your Company:</b>        |  |
| Company Name  | Spirit Coach LLC                       |
| Company Facility Address                            | 9290 Madison Blvd<br>Madison, AI 35758 |
| Company Alternate Address                           |  |
| County or Parish                                    | Madison                                |
| Employer Identification Number                      | 631236937                              |
| North American Industry Classification Systems Code | 485                                    |
| Parent Company                                      |  |
| Number of Employees                                 | 20 to 99                               |
| Number of Sites Verified for                        | 1                                      |

| <b>VIN Number</b> | <b>Make</b> | <b>Model</b> | <b>Year</b> |
|-------------------|-------------|--------------|-------------|
| 2PCH334919C711345 | Prevost     | H3-45        | 2009        |
| 2PCH334949C711341 | Prevost     | H3-45        | 2009        |
| 2PCH334989C711343 | Prevost     | H3-45        | 2009        |
| 2PCH3349XEC712505 | Prevost     | H3-45        | 2014        |
| 2PCH33491EC712506 | Prevost     | H3-45        | 2014        |
| 2PCH3349XGC713124 | Prevost     | H3-45        | 2016        |
| 2PCH33491GC713125 | Prevost     | H3-45        | 2016        |
| 2PCH3349XJC713888 | Prevost     | H3-45        | 2018        |
| 2PCH33491JC713889 | Prevost     | H3-45        | 2018        |



ALABAMA DEPARTMENT OF REVENUE  
 Special Motor Bus Passenger Carrier  
 Business Operating License and Affidavit

ISSUING COUNTY: Madison COUNTY CODE: 0332  
 REGISTRATION NO. CB32

|                               |                   |            |      |           |       |           |       |                      |        |       |        |
|-------------------------------|-------------------|------------|------|-----------|-------|-----------|-------|----------------------|--------|-------|--------|
| VEHICLE IDENTIFICATION NUMBER | APCH3349892711343 | STATE      | AL   | PLATE     | Prey  | COUNTY    | 0332  | MODEL                | H3-45  | YEAR  | 2009   |
| FEE PAID                      | 255.75            | COMMISSION | 6.39 | SALES TAX | 18.70 | SALES TAX | 89.77 | EDUCATION TRUST FUND | 140.89 | TOTAL | 255.75 |

|                 |          |
|-----------------|----------|
| DATE ISSUED     | 11/21/17 |
| EXPIRATION DATE | 11/18    |

AFFIDAVIT

I certify that Spirit Coach has been issued certificate number CB32 and is authorized to operate in this State by the Public Service Commission pursuant to Chapter 3 of Title 37 of Code of Alabama 1975. I further certify that Spirit Coach is both based in and has principal operating facilities located within Alabama.

I understand that false statements given in this affidavit are subject to the penalty for perjury under the laws of the State of Alabama.  
 Signed this 22 day of Nov 2017.  
 Applicant: [Signature] County Official: Wmarr Gray

OWNER'S COPY

A0002340



ALABAMA DEPARTMENT OF REVENUE  
Special Motor Bus Passenger Carrier  
Business Operating License and Affidavit

ISSUING COUNTY: Madison COUNTY CODE: 45 REG. CERTIFICATE NO.: CB33A

|                               |                   |            |       |                      |         |
|-------------------------------|-------------------|------------|-------|----------------------|---------|
| VEHICLE IDENTIFICATION NUMBER | APCH334949C711341 | STATE      | 18.70 | YEAR                 | 2009    |
| FEE PAID                      | 255.75            | COMMISSION | 4.39  | MODEL                | H3-45   |
|                               |                   | COUNTY     | 89.77 | EDUCATION TRUST FUND | 140.89  |
|                               |                   | TOTAL      |       | DATE ISSUED          | 11/9/17 |
|                               |                   |            |       | EXPIRATION DATE      | 11/18   |

AFFIDAVIT

I certify that Spirit Coach has been issued certificate number CB33 and is authorized to operate in this State by the Public Service Commission pursuant to Chapter 3 of Title 37 of Code of Alabama 1975. I further certify that Spirit Coach is both based in and has principal operating facilities located within Alabama.

I understand that false statements given in this affidavit are subject to the penalty for perjury under the laws of the State of Alabama.

Signed this 9 day of Nov, 2017. Signed before me this 9 day of Nov, 2017.

Applicant: [Signature] County Official: \_\_\_\_\_

OWNER'S COPY

A 0004007



ALABAMA DEPARTMENT OF REVENUE  
Special Motor Bus Passenger Carrier  
Business Operating License and Affidavit

ISSUING COUNTY: Madison COUNTY CODE: 45 REG. CERTIFICATE NO.: CB32

| VEHICLE IDENTIFICATION NUMBER | COMMISSION | STATE  | MAKE | MODEL | EDUCATION TRUST FUND | TOTAL  | DATE ISSUED | EXPIRATION DATE |
|-------------------------------|------------|--------|------|-------|----------------------|--------|-------------|-----------------|
| 2PC13349                      | 192        | 411345 | Drey | H3-45 | 14089                | 255.75 | 11/2/17     | 11/18           |
| 255.75                        | 6.39       | 18.70  |      | 89.77 |                      |        |             |                 |

AFFIDAVIT

I certify that Spirit Coach has been issued certificate number CB32 and is authorized to operate in this State by the Public Service Commission pursuant to Chapter 3 of Title 37 of Code of Alabama 1975. I further certify that Spirit Coach is both based in and has principal operating facilities located within Alabama.

I understand that false statements given in this affidavit are subject to the penalty for perjury under the laws of the State of Alabama. Signed this 2 day of Nov, 2017. Signed before me this 2 day of Nov, 2017.

Applicant: [Signature] County Official: Mark Gray  
OWNER'S COPY A 0002341