



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
POST OFFICE BOX 1627
305 PATTON HALL
NORMAL, ALABAMA 35762
TELEPHONE: (256) 372-5227

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

DATE

10/19/2015

BID NUMBER

2k15-17B

RESPONSE DUE BY

11/3/15

2:00 P.M.

REQUEST FOR FORMAL BID

CONTACT Jeff Robinson

PHONE 256-372-5227

VENDOR NO.

V Cline Tours: Attn Wes Morrison
E
N P.O. Box 321577
D
O Birmingham, AL. 35232
R

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Bid response for #2K15-17B		

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

\$115,008.⁰⁰

SIGNATURE


COMPANY REPRESENTATIVE

DATE

10/27/15

An affirmative action/equal opportunity institution

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 <i>Net 30</i>	WARRANTY
AAMU DESTINATION ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL

*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.

Cline Touris

COMPANY NAME (TYPE OR PRINT)

205-591-7555

TELEPHONE NUMBER

Wes Morrison

SIGNER'S NAME (TYPE OR PRINT)

205-591-7560

FAX NUMBER

[Signature]

SIGNATURE

10/27/15

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.

Bid Number: bid 2k15-17B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
			<i>See Attachment</i>		

Grand Total: 115,008

FOB Point:	Terms: <i>Net 30</i>	Warranty:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until:

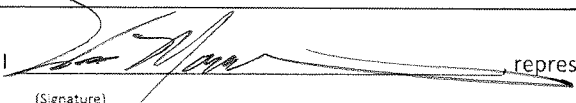
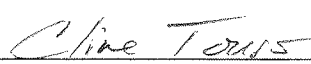
If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed *Cline Taus* *10/27/15*
Vendor Name Date

By *[Signature]*

BUS PROVIDED FOR TRIP MUST MEET THE FOLLOWING REQUIREMENTS PRIOR TO DEPARTURE FROM THE UNIVERSITY:

- Buses that are sent to us for our use must be no older than 2008 models. In the event that the bus does meet our requirements and not satisfactory for our purposes, a bus that does meet our specifications should be provided. Otherwise, a reduction in price or a refusal to use your service for the remainder of our trips if you are awarded our bid.
- Exact bus number provided prior to trip
- Seats with foot rest
- Workable VCR/DVD with six (6) monitors & Multi-disk CD changer
- Proof of service of bus prior to departure
- Extra-large flush type restrooms
- Provide adequate Air Conditioning/Heating
- Individual reading lights & Individual pull-down blinds
- Size should be of coach based on travel party size
- Wi-Fi Capability
- Bus driver must be knowledgeable regarding site-direction per itinerary
- Buses must be punctual and capable of departing on time
- Bus should be serviced and ready for travel prior to departure. Should a bus break down, 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.
- Driver must have an understanding and experience as it pertains to transporting the team to games, practices, meals, etc.
- Successful bidder must be a member of United Bus Owner's Association 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 carry a minimum of \$5,000,000 liability insurance and Certificate of Insurance must be provided to the University.
- The University reserves the right to cancel a trip at any time due to inclement weather or even scheduling changes. The University also reserves the right to cancel a trip for any reason with a 30-day notice.
- The successful bidder will be determined by evaluation of a number of factors which include but are not limited to the following:
 - Bid Pricing
 - Quality of the buses relative to appearance, comfort features, and mechanical reliability
 - Ability to provide local service when requested
 - Ability to plan and trouble shoot transportation issues with 24-hour customer service representatives
 - Ample fleet of buses, deluxe coaches, sleeper buses, and executive coaches
 - References from other Division I athletic programs
 - Ability to provide on-call services within a 2 hour time frame
- Award will be made to the bidder who is determined by the University to best meet its needs and objectives.

 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.

2015-2016 Athletic Team Travel

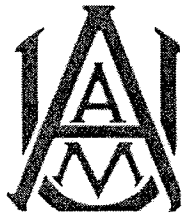
Opponent	Sport	Location	Party #	Days	Departure	Return	Price
Univ. of Alabama	Women's Basketball	Tuscaloosa, AL	25	2	11/12/2015	11/13/2015	\$2,077. ⁰⁰
Tulane	Men's Basketball	New Orleans, LA	25	2	11/12/2015	11/13/2015	\$4,714. ⁰⁰
Jacksonville State	Men's Basketball	Jacksonville, AL	25	2	11/23/2015	11/24/2015	\$1,614. ⁰⁰
Murray State	Men's Basketball	Murray, KY	25	2	11/27/2015	11/28/2015	\$2,687. ⁰⁰
Marshall Univ.	Women's Basketball	Huntington, WV	25	2	12/4/2015	12/5/2015	\$6,431. ⁰⁰
St. Louis Univ.	Men's Basketball	St. Louis, MO	25	2	12/11/2015	12/12/2015	\$3,938. ⁰⁰
Western Kentucky Univ.	Men's Basketball	Bowling, Green, KY	25	2	12/15/2015	12/16/2015	\$1,670. ⁰⁰
Morehead State	Women's Basketball	Morehead, KY	25	2	12/20/2015	12/21/2015	\$3,802. ⁰⁰
Univ. of Evansville	Men's Basketball	Evansville, IN	25	2	12/21/2015	12/22/2015	\$2,190. ⁰⁰
Univ. of Mississippi	Women's Basketball	Oxford, MS	25	2	12/28/2015	12/29/2015	\$2,387. ⁰⁰
Ball State	Men's Basketball	Muncie, IN	25	2	12/28/2015	12/29/2015	\$6,154. ⁰⁰
Grambling State Jackson State	Women's Basketball	Grambling, LA Jackson, MS	25	4	1/1/2016	1/4/2016	\$6,608. ⁰⁰
Grambling State Jackson State	Men's Basketball	Grambling, LA Jackson, MS	25	4	1/1/2016	1/4/2016	\$6,608. ⁰⁰
Alabama State	Women's Basketball	Montgomery, AL	25	2	1/15/2016	1/16/2016	\$2,281. ⁰⁰
Alabama State	Men's Basketball	Montgomery, AL	25	2	1/15/2016	1/16/2016	\$2,281. ⁰⁰
Alcorn State Southern Univ.	Women's Basketball	Lorman, MS Baton Rouge, LA	25	4	1/22/2016	1/25/2016	\$6,840. ⁰⁰
Alcorn State Southern Univ.	Men's Basketball	Lorman, MS Baton Rouge, LA	25	4	1/22/2016	1/25/2016	\$6,840. ⁰⁰
U of AR Pine Bluff Mississippi Valley State	Women's Basketball	Pine Bluff, AR Itta Bena, MS	25	4	2/5/2016	2/8/2016	\$5,123. ⁰⁰
U. of AR Pine Bluff Mississippi Valley State	Men's Basketball	Pine Bluff, AR Itta Bena, MS	25	4	2/5/2016	2/8/2016	\$5,123. ⁰⁰
Texas Southern Univ. Prairie View A&M Univ.	Women's Basketball	Houston, TX Prairie View, TX	25	4	2/26/2016	2/29/2016	REQUIRE SLEEPER BUS
Texas Southern Univ. Prairie View A&M Univ.	Men's Basketball	Houston, TX Prairie View, TX	25	4	2/26/2016	2/29/2016	REQUIRE SLEEPER BUS
SWAC CHAMPIONSHIP	Women's Basketball	Nashville, TN (BNA airport transfer)	25	1	3/7/2016	3/12/2016	\$3,154. ⁰⁰

\$10,625.⁰⁰ ←

\$10,625.⁰⁰ ←

SWAC CHAMPIONSHIP	Men's Basketball	Houston, TX	25	6	3/7/2016	3/12/2016	REQUIRE SLEEPER BUS

\$11,234.⁰⁰ ←



~~Alabama
A&M
University~~

Department of Athletics
P.O. Box 1597
Normal, AL 35762
(256)- 372- 4059 Office
www.aamu.edu

October 12, 2015

To: Vendors

From: Alabama A&M University Department of Athletics

Re: Transportation Planning & Event Services

During the 2015-2016 fiscal year we are reaching out to transportation planning and event service companies to obtain the best fit for the needs and objectives of our Division I athletic programs.

At this time we are requesting your company to submit a bid to provide scheduling, planning, and transportation services for our Alabama A&M Men's and Women's Basketball teams. Please note, that in order to be considered, the vendor must bid on each trip on the "2015-2016 Athletic Team Travel Schedule".

Please return a signed copy of our Bus Bid Requirements along with your actual bid submission by

~~October 26, 2015~~ November 2, 2015

Sincerely,

L. Renae Myles

L. Renae Myles

Associate Athletic Director Business & Administration/SWA

renae.myles@aamu.edu

256-372-4759

Enclosures

- Bus Bid Requirements
- 2015-2016 Athletic Team Travel Schedule



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

Bid Number: 2k15-17B

Bus Passenger Capacity:

56-passenger motorcoach
36-passenger sleeper (sleeps 24)

Bus Passenger Quoted:

One bus per trip

Model: 2012-2015
Year

MCI J4500
Brand Name

FOB Point:	TERMS: <u>Net 30</u>	WARRANTY:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until:

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated.

Signed: Cline Tours 10/27/15
VENDOR NAME DATE

By: [Signature]

Federal Motor Carrier Safety Form

As a requirement of the University, provide all the following information:

1. USDOT number: 346734

2. Current USDOT safety rating: Satisfactory

ATTACH TO THIS FORM

3. Date the company's last compliance review: _____

ATTACH TO THIS FORM

4. Company must be authorized to transport passengers for hire. _____

5. Company must have current insurance in force. _____

6. Company must have record of regulatory violations and roadside out-of-service violations, with a comparison to national averages _____

ATTACH TO THIS FORM

7. Company must provide highway crash history _____

ATTACH TO THIS FORM

8. Driver must have a current commercial driver's license (CDL) with a passenger endorsement _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

9. Driver must have a valid medical certificate _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT EACH TIME OF PICK UP

10. Company must have a driver drug and alcohol testing program that complies with U.S. dot regulations. _____

11. If your trips are not completed within the legal limit of 10 driving hours, company must agree that there will be a second driver or overnight rest stop scheduled to legally complete the trip _____

12. Company must have its buses inspected annually. Provide documentation of by whom required _____

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

13. Company must have the required \$5 million of public liability insurance: _____

14. Does the company subcontract with others for equipment and/or drivers? If so, what is the name of the second bus company and its USDOT number? University must approve any subcontractor with others for equipment or drivers. Subcontractor must meet all regulations stated in this bid.

ATTACH TO THIS FORM

15. Company must provide notification procedures for roadside emergencies and breakdowns

16. All drivers must be equipped with wireless communication devices _____

PRESENT AT THE TIME OF PICK UP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 750 Woodlands Parkway, Suite 200 Ridgeland MS 39157		CONTACT NAME: Carolyn Nichols PHONE (A/C, No, Ext): 601-863-3194 FAX (A/C, No): 866-658-0578 E-MAIL ADDRESS: carolyn_nichols@ajg.com		
INSURED CRUSEXP-01 Crussin' Explorer Transp. Inc Cline Tours, Inc.-John McCommon Starkville Coaches, LLC, JR Charters, LLC PO Box 1498 Ridgeland MS 39158		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :National Interstate Insurance Compa		32620
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 2392704**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		YPP136278010	5/1/2015	5/1/2016	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		YPP136278010	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		YEX136278010	5/1/2015	5/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	YWC136278009	5/1/2015	5/1/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is hereby included as additional insured/loss payee with regards to general liability and automobile liability as required by written contract #CG2010 07/04, #CA5057 01/09 & #CA9944 12/96

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance
Crussin' Explorer Transp. Inc.; Cline Tours, Inc.
P. O. Box 1498
Ridgeland MS 39158

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

☒ USDOT Number ☐ MC/MX Number ☐ Name

Enter Value: 346734

Search

Company Snapshot

CLINE TOURS INC
USDOT Number: 346734

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 10/26/2015.

Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

Entity Type:	Carrier																																
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None																														
Legal Name:	CLINE TOURS INC																																
DBA Name:																																	
Physical Address:	277 COMMERCE PARK DRIVE RIDGELAND, MS 39157																																
Phone:	(601) 605-4483																																
Mailing Address:	POBOX 1498 RIDGELAND, MS 39158-1498																																
USDOT Number:	346734	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-202329	DUNS Number:	17-489-0046																														
Power Units:	140	Drivers:	177																														
MCS-150 Form Date:	02/20/2015	MCS-150 Mileage (Year):	3,880,216 (2014)																														
Operation Classification:	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Auth. For Hire</td> <td>Priv. Pass.(Non-business)</td> <td>State Govt</td> </tr> <tr> <td><input type="checkbox"/> Exempt For Hire</td> <td>Migrant</td> <td>Local Govt</td> </tr> <tr> <td><input type="checkbox"/> Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td><input type="checkbox"/> Priv. Pass.(Business)</td> <td>Fed. Govt</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Govt	<input type="checkbox"/> Exempt For Hire	Migrant	Local Govt	<input type="checkbox"/> Private(Property)	U.S. Mail	Indian Nation	<input type="checkbox"/> Priv. Pass.(Business)	Fed. Govt																			
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<input type="checkbox"/> Exempt For Hire	Migrant	Local Govt																															
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Carrier Operation:	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Interstate</td> <td><input type="checkbox"/> Intrastate Only (HM)</td> <td><input type="checkbox"/> Intrastate Only (Non-HM)</td> </tr> </table>			<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)																											
<input checked="" type="checkbox"/> Interstate	<input type="checkbox"/> Intrastate Only (HM)	<input type="checkbox"/> Intrastate Only (Non-HM)																															
Cargo Carried:	<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td><input checked="" type="checkbox"/> Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>			General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
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Machinery, Large Objects	Garbage/Refuse	Water Well																															
Fresh Produce	US Mail																																

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**US Inspection results for 24 months prior to: 10/26/2015**

Total Inspections: 136

Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	117	75	0	0
Out of Service	3	4	0	0
Out of Service %	2.6%	5.3%	%	0%
Nat'l Average % (2009-2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 10/26/2015**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	2	1	3

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating**Canadian Inspection results for 24 months prior to: 10/26/2015**

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 10/26/2015**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating*The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.***Carrier Safety Rating:**

The rating below is current as of: 10/26/2015

Review Information:

Rating Date:	06/06/2008	Review Date:	08/29/2012
Rating:	Satisfactory	Type:	Non-Ratable

Cline Tours Breakdown Procedure

When a breakdown occurs it is imperative to have a plan in place so that the passengers may be safely back on the road in the shortest amount of time possible. Cline Tours belongs to the Alabama Motorcoach Association, Tennessee Motorcoach Association, South Central Motorcoach Association, American Bus Association, and the United Motorcoach Association. These professional organizations are built around the country's most premiere motorcoach operators. These networks offer Cline Tours the convenience and efficiency of providing expert service and quality replacement equipment when the need arises. Cline Tours also subscribes to a roadside assistance program through our vehicle manufacturer, Motorcoach Industries. This service provides 24-hour roadside assistance (similar to AAA). All Cline Tours drivers are equipped with telephone communications, and all full-size motorcoaches are outfitted with tracking technology. A representative from our operations staff is on-call 24 hours a day to ensure total coverage while our customers are on the road. If a problem occurs during a charter, our operations staff will be notified and will determine what action needs to be taken in order to remedy the situation. Our operations staff will determine whether the bus can be repaired and back on the road within a timely manner or if a replacement vehicle needs to be dispatched. In the event a replacement vehicle needs to be called, Cline Tours calls on the network of carriers we have available through our association memberships. This process enables the trip to continue in the timeliest fashion. If you have any further questions concerning this procedure, please feel free to contact a Cline Tours charter representative.

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 Cline Tours

ADDRESS PO Box 321577

CITY, STATE, ZIP Birmingham, AL 35232 TELEPHONE NUMBER (205) 591-7535

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS Alabama A&M University

ADDRESS 4900 Meridian St Rm 305 L.R. Patton Hall

CITY, STATE, ZIP Huntsville, AL 35810 TELEPHONE NUMBER (256) 372-5227

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
<u>University of Alabama</u>	<u>Transportation</u>	<u>238,982</u>
<u>Alabama University</u>	<u>"</u>	<u>110,496</u>
<u>University of Montevallo</u>	<u>"</u>	<u>132,042</u>

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

☐ Yes ☐ No

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

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

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

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

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
--------------------------	---------	---	--

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

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

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

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

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

Signature

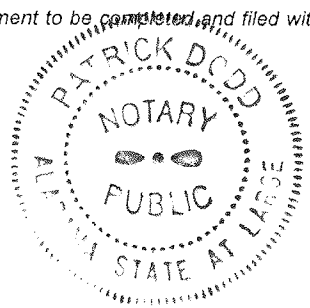
Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



GENERAL CONDITIONS

1. **Award:** Alabama Agricultural and Mechanical University reserves the right to accept or to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the University. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed along with the quality displayed in the samples submitted. Bids may be awarded either item by item, in products groups, or all or none, whichever appears to be in the best interest of the University. The University reserves the right to waive any or all formalities.
2. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after opening date with justification for reason of withdrawal. More than two (2) such requests could result in removal from our bid list. No bid 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".
3. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in bid evaluation any cash discount of less than thirty (30) days duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing "payment in advance" or "COD" requirements may be rejected.

4. **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 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 of the date of this bid.

The furnishing of materials, supplies, equipment or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of and 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, 88th Congress, the "Civil Rights Act of 1964".

5. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
6. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer's standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors where applicable.
7. **Bonds:** Bid and performance security bond, when required will be indicated.
8. **Bid Submission:** Failure to submit a bid on the official AAMU form provided for that purpose shall be a cause for rejection of the bid. 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; 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 as non-responsive.

All information shall be entered in ink or typewritten in the appropriate space on the form. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

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

9. **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. Specify earliest possible delivery after receipt of order.

Failure to deliver within the time vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor".

All prices quoted are to be F.O.B. delivered to Alabama agricultural and mechanical university, Central Receiving Building, 3409 Meridian Street, Huntsville, Alabama, 35811 (unless another F.O.B. point is stated by the University on bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated. If you are not quoting a delivered price, indicate your shipping point, and provide shipping cost for evaluation purposes.

10. **Bid Terms:** Show unit prices, extensions, and total price. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for minimum thirty (30) days from date of bid opening and any exception must be clearly stated.
11. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.
12. **Bids are Public Record:** All bids become a matter of public record at bid award. The University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.
13. **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. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. Alabama agricultural and mechanical university will be sole judge of EQUAL items bid.
14. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid 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.
15. **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 from the defaulting contractor will be considered.
16. **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.
17. **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 contract; (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.
18. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids 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 as being non-responsive.
19. **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.

Company ID Number: 135148

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Cline Tours, Inc.

Company Facility Address: 277 Commerce Park Drive
Ridgeland, MS 39157

Company Alternate Address: P.O. Box 1498
Ridgeland, MS 39158

County or Parish: MADISON

Employer Identification Number: 640863138

North American Industry
Classification Systems Code: 485

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 3

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- ALABAMA 1 site(s)
- MISSISSIPPI 1 site(s)
- TENNESSEE 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Debbie C Mann**
Telephone Number: **(601) 605 - 4483 ext. 303**
E-mail Address: **debbie@clinetours.com**

Fax Number: **(601) 605 - 2562**

Company ID Number: 135148

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of HIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Cline Tours, Inc.

Debbie C Mann

Name (Please type or print)

Title

Electronically Signed

07/09/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 135148

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 135148

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 135148

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

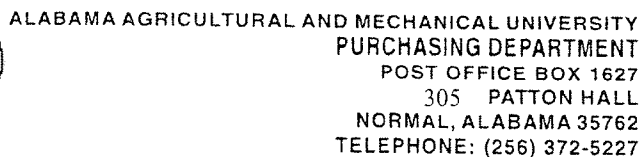
3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.



DATE	BID NUMBER
10/19/2015	2k15-17B

11/3/15 /
2:00 P.M.

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

PHONE 256-372-5227

VENDOR NO.

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.

THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.

I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

61,025⁰⁰

Golf Cart

COMPANY REPRESENTATIVE

DATE _____

DATE 11/1/15

An affirmative action/equal opportunity institution

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 NET 30	WARRANTY
AAMU DESTINATION ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL 12/31/15


*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)

ROBERT F. COATES JR.
SIGNER'S NAME (TYPE OR PRINT)


SIGNATURE

256 772 7751
TELEPHONE NUMBER

256 772 7791
FAX NUMBER

11/1/15
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.

BUS PROVIDED FOR TRIP MUST MEET THE FOLLOWING REQUIREMENTS PRIOR TO DEPARTURE FROM THE UNIVERSITY:

- Buses that are sent to us for our use must be no older than 2008 models. In the event that the bus does meet our requirements and not satisfactory for our purposes, a bus that does meet our specifications should be provided. Otherwise, a reduction in price or a refusal to use your service for the remainder of our trips if you are awarded our bid.
- Exact bus number provided prior to trip
- Seats with foot rest
- Workable VCR/DVD with six (6) monitors & Multi-disk CD changer
- Proof of service of bus prior to departure
- Extra-large flush type restrooms
- Provide adequate Air Conditioning/Heating
- Individual reading lights & Individual pull-down blinds
- Size should be of coach based on travel party size
- Wi-Fi Capability
- Bus driver must be knowledgeable regarding site-direction per itinerary
- Buses must be punctual and capable of departing on time
- Bus should be serviced and ready for travel prior to departure. Should a bus break down, 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.
- Driver must have an understanding and experience as it pertains to transporting the team to games, practices, meals, etc.
- Successful bidder must be a member of United Bus Owner's Association 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 carry a minimum of \$5,000,000 liability insurance and Certificate of Insurance must be provided to the University.
- The University reserves the right to cancel a trip at any time due to inclement weather or even scheduling changes. The University also reserves the right to cancel a trip for any reason with a 30-day notice.
- The successful bidder will be determined by evaluation of a number of factors which include but are not limited to the following:
 - Bid Pricing
 - Quality of the buses relative to appearance, comfort features, and mechanical reliability
 - Ability to provide local service when requested
 - Ability to plan and trouble shoot transportation issues with 24-hour customer service representatives
 - Ample fleet of buses, deluxe coaches, sleeper buses, and executive coaches
 - References from other Division I athletic programs
 - Ability to provide on-call services within a 2 hour time frame
- Award will be made to the bidder who is determined by the University to best meet its needs and objectives.

I, GOS Coach, representative of Spirit Coach LLC
(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.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

SPRINT Coach LLC

ADDRESS

9290 MADISON BLVD.

CITY, STATE, ZIP

MADISON AL 35758

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ALABAMA A&M UNIVERSITY

ADDRESS

P.O. Box 1627

CITY, STATE, ZIP

NORMAL AL, 35762

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
<u>UNIVERSITY OF ALABAMA</u>	<u>BUS CHARTER</u>	<u>\$200,000</u>
<u>JACKSONVILLE STATE</u>	<u>"</u>	<u>50,000</u>

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
<u>N/A</u>		

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
<u>NONE</u>		

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.)

n/a

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.)

n/a

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]
Signature

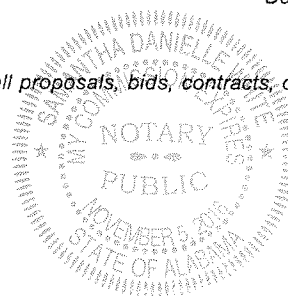
11/1/15
Date

Samantha Danielle Miele
Notary's Signature

11/1/15
Date

November 5, 2016
Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.





Company ID Number: 420368

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Spirit Coach, LLC.

Jamie Wilson

Name (Please Type or Print)

Title

Electronically Signed

06/07/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

06/07/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Spirit Coach, LLC.
Company Facility Address:	9290 Madison Blvd
	Madison, AL 35806
Company Alternate Address:	
County or Parish:	MADISON
Employer Identification Number:	631236937



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

Bid Number: 2k15-17B

Bus Passenger Capacity:

56

Bus Passenger Quoted:

56

Model: 2009-2016 H3-45
Year

PREVOST
Brand Name

FOB Point:	TERMS: <u>NET 30</u>	WARRANTY:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until: <u>12/31/15</u>

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated.

Signed: SPRINT COACH LLC 11/1/15
VENDOR NAME DATE

By: GEOFF CARTER

Federal Motor Carrier Safety Form

As a requirement of the University, provide all the following information:

1. USDOT number: 823559
2. Current USDOT safety rating: SATISFACTORY

ATTACH TO THIS FORM

3. Date the company's last compliance review: 8/20/12

ATTACH TO THIS FORM

4. Company must be authorized to transport passengers for hire. YES
5. Company must have current insurance in force. YES
6. Company must have record of regulatory violations and roadside out-of-service violations, with a comparison to national averages INCLUDED
- _____
- _____
- _____

ATTACH TO THIS FORM

7. Company must provide highway crash history INCLUDED
- _____
- _____
- _____

ATTACH TO THIS FORM

8. Driver must have a current commercial driver's license (CDL) with a passenger endorsement YES

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

9. Driver must have a valid medical certificate YES

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT EACH TIME OF PICK UP

10. Company must have a driver drug and alcohol testing program that complies with U.S. dot regulations. YES

11. If your trips are not completed within the legal limit of 10 driving hours, company must agree that there will be a second driver or overnight rest stop scheduled to legally complete the trip YES

12. Company must have its buses inspected annually. Provide documentation of by whom required DOT

COMPANIES MUST PROVIDE A COPY OF THIS DOCUMENT AT THE TIME OF PICK UP

13. Company must have the required \$5 million of public liability insurance: YES

14. Does the company subcontract with others for equipment and/or drivers? If so, what is the name of the second bus company and its USDOT number? University must approve any subcontractor with others for equipment or drivers. Subcontractor must meet all regulations stated in this bid.

OK

ATTACH TO THIS FORM

15. Company must provide notification procedures for roadside emergencies and breakdowns
MEMBER AMA, ABA, UMA, PREVOST PASS, + TNMA

16. All drivers must be equipped with wireless communication devices YES

PRESENT AT THE TIME OF PICK UP

☒ USDOT Number ☐ MC/MX Number ☐ Name

Enter Value:

Company Snapshot

SPIRIT COACH LLC
USDOT Number: 823559

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form MCS-150 which can be obtained online or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's DataQs system.

Other Information for this Carrier

- ▼ [SMS Results](#)
- ▼ [Licensing & Insurance](#)

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the CSP order page or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 05/30/2015.

Entity Type:	Carrier																																
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None																														
Legal Name:	SPIRIT COACH LLC																																
DBA Name:																																	
Physical Address:	9290 MADISON BLVD MADISON, AL 35758																																
Phone:	(256) 772-7751																																
Mailing Address:	9290 MADISON BLVD MADISON, AL 35758																																
USDOT Number:	823559	State Carrier ID Number:																															
MC/MX/FF Number(s):	MC-365947	DUNS Number:	15-501-3977																														
Power Units:	12	Drivers:	34																														
MCS-150 Form Date:	01/19/2015	MCS-150 Mileage (Year):	600,000 (2014)																														
Operation Classification:																																	
<table border="0"> <tr> <td>X Auth. For Hire</td> <td>Priv. Pass. (Non-business)</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td>Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td>Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				X Auth. For Hire	Priv. Pass. (Non-business)	State Gov't	Exempt For Hire	Migrant	Local Gov't	Private(Property)	U.S. Mail	Indian Nation	Priv. Pass. (Business)	Fed. Gov't																			
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Carrier Operation:																																	
<table border="0"> <tr> <td>X Interstate</td> <td>Intrastate Only (HM)</td> <td>Intrastate Only (Non-HM)</td> </tr> </table>				X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																											
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																															
Cargo Carried:																																	
<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td>X Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Grain, Feed, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Coke</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td></td> </tr> </table>				General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	X Passengers	Refrigerated Food	Motor Vehicles	Oilfield Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities	Building Materials	Coal/Coke	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	
General Freight	Liquids/Gases	Chemicals																															
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Fresh Produce	US Mail																																

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 05/30/2015

Total Inspections: 37
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	36	16	0	0
Out of Service	1	0	0	0
Out of Service %	2.8%	0%	%	0%
Nat'l Average % (2009- 2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 05/30/2015

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 05/30/2015

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 05/30/2015

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:				
Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 05/30/2015

Review Information:

Rating Date:	08/20/2012	Review Date:	08/15/2012
Rating:	Satisfactory	Type:	Compliance Review

[SAFER Home](#) | [Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [D&G Hotline](#) | [Web Policies and Important Links](#) | [Plugins](#)

Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-632-6690 • TTY: 1-800-671-6338 • [Field Office Contacts](#)

2015-2016 Athletic Team Travel

Opponent	Sport	Location	Party #	Days	Departure	Return	Price
Univ. of Alabama	Women's Basketball	Tuscaloosa, AL	25	2	11/12/2015	11/13/2015	1,950
Tulane	Men's Basketball	New Orleans, LA	25	2	11/12/2015	11/13/2015	4,095
Jacksonville State	Men's Basketball	Jacksonville, AL	25	2	11/23/2015	11/24/2015	1,950
Murray State	Men's Basketball	Murray, KY	25	2	11/27/2015	11/28/2015	1,950
Marshall Univ.	Women's Basketball	Huntington, WV	25	2	12/4/2015	12/5/2015	3,705
St. Louis Univ.	Men's Basketball	St. Louis, MO	25	2	12/11/2015	12/12/2015	3,510
Western Kentucky Univ.	Men's Basketball	Bowling, Green, KY	25	2	12/15/2015	12/16/2015	1,950
Morehead State	Women's Basketball	Morehead, KY	25	2	12/20/2015	12/21/2015	3,215
Univ. of Evansville	Men's Basketball	Evansville, IN	25	2	12/21/2015	12/22/2015	2,145
Univ. of Mississippi	Women's Basketball	Oxford, MS	25	2	12/28/2015	12/29/2015	1,950
Ball State	Men's Basketball	Muncie, IN	25	2	12/28/2015	12/29/2015	3,795
Grambling State Jackson State	Women's Basketball	Grambling, LA Jackson, MS	25	4	1/1/2016	1/4/2016	4,290
Grambling State Jackson State	Men's Basketball	Grambling, LA Jackson, MS	25	4	1/1/2016	1/4/2016	4,290
Alabama State	Women's Basketball	Montgomery, AL	25	2	1/15/2016	1/16/2016	1,950
Alabama State	Men's Basketball	Montgomery, AL	25	2	1/15/2016	1/16/2016	1,950
Alcorn State Southern Univ.	Women's Basketball	Lorman, MS Baton Rouge, LA	25	4	1/22/2016	1/25/2016	4,290
Alcorn State Southern Univ.	Men's Basketball	Lorman, MS Baton Rouge, LA	25	4	1/22/2016	1/25/2016	4,290
U of AR Pine Bluff Mississippi Valley State	Women's Basketball	Pine Bluff, AR Itta Bena, MS	25	4	2/5/2016	2/8/2016	3,900
U. of AR Pine Bluff Mississippi Valley State	Men's Basketball	Pine Bluff, AR Itta Bena, MS	25	4	2/5/2016	2/8/2016	3,900
Texas Southern Univ. Prairie View A&M Univ.	Women's Basketball	Houston, TX Prairie View, TX	25	4	2/26/2016	2/29/2016	REQUIRE SLEEPER BUS
Texas Southern Univ. Prairie View A&M Univ.	Men's Basketball	Houston, TX Prairie View, TX	25	4	2/26/2016	2/29/2016	REQUIRE SLEEPER BUS
SWAC CHAMPIONSHIP	Women's Basketball	Nashville, TN (BNA airport transfer)	25	1	3/7/2016	3/12/2016	1,950

SWAC CHAMPIONSHIP	Men's Basketball	Houston, TX	25	6	3/7/2016	3/12/2016	REQUIRE SLEEPER BUS

Bid Number: bid 2k15-17B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
1					1,950
2					4,095
3					1,950
4					1,950
5					3,705
6					3,510
7					1,950
8					3,215
9					2,145
10					1,950

Grand Total: 61,025

FOB Point:	Terms: <u>NET 30</u>	Warranty:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until: <u>12/31/15</u>

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed SPRIT COACH LLC 11/11/15
Vendor Name Date

By Goff Coats

Bid Number: bid 2k15-17B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
11					3,795
12					4,290
13					4,290
14					1,950
15					1,950
16					4,290
17					4,290
18					3,900
19					3,900
20					SL

Grand Total: 61,025

FOB Point:	Terms: <u>NET 30</u>	Warranty:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until: <u>12/31/15</u>

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed SPRINT COACH LLC 11/1/15
Vendor Name Date

By G. Coats

Bid Number: bid 2k15-17B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
21					SL
22					1,950
23					SL

Grand Total: 61,025

FOB Point:	Terms: <u>NET 30</u>	Warranty:
Estimated Delivery:	Your Reference No.:	Quotation Effective Until: <u>12/31/15</u>

If we receive your order to furnish items listed hereon at the prices and under the conditions indicated. Pricing on this page reflects the pricing for the associated specifications.

Signed SPRINT COACH LLC 11/1/15
 Vendor Name Date
 By G. Coats



Company ID Number: 420368

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Spirit Coach, LLC, (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Spirit Coach, LLC.

Jamie Wilson

Name (Please Type or Print)

Title

Electronically Signed

06/07/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

06/07/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Spirit Coach, LLC.**

Company Facility Address: **9290 Madison Blvd**

Madison, AL 35806

Company Alternate
Address:

County or Parish: **MADISON**

Employer Identification
Number: **631236937**



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North American Industry Classification Systems Code:	485
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jamie Wilson	Fax Number:	(256) 772 - 7791
Telephone Number:	(256) 772 - 7751		
E-mail Address:	jamie@spirit-coach.com		