



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

SHIPPING/MAILING FOR BIDS

SPECIAL DIRECTIONS:

(1) SHIPPING ADDRESS VIA FedEx, DHL or AIRBORNE EXPRESS

Alabama A&M University
Purchasing Department
4900 Meridian Street
Room 305 L.R. Patton Hall
Huntsville, AL 35810

(2) United States Postal Service

Purchasing Department
Alabama A&M University
~~XXXXXXX~~ Rm. 305
Normal, AL 35762

(if mailed, the packet must reach our office by 2 p.m. deadline to be considered)



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SPECIAL DIRECTIONS:

Vendors may utilize their quotation forms to itemize the bid quote. However, Alabama A&M University Bid Forms must be completed and returned as part of the bid quote.

The bidder may quote on any or all items since the university reserves the right to make the award by line item or by total package.

Reference to manufactures, suppliers, catalog numbers, etc. is intended to set quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items shall state the brand and number or level of quality.

Alabama A&M University will be sole judge of equal items bid.

All bidders must send descriptive literature and/or manufacturer's specifications, along with any supplemental addition specifications necessary to compare the item bid on with the requirements set forth in the bid form.

All bids must be submitted with the bid number and opening date indicated on the envelope. All bids must be submitted within a sealed package. Otherwise, alternative bids will not be considered.



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Bid Bonds

It is required for any contract exceeding \$10,000, that the bidder submits with his or her bid a Bid Bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid or not to exceed \$10,000. Bids Bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit or U.S. treasury notes in lieu of a bid bond. No personal checks or company checks will be accepted. It is at the buyer's discretion on whether or not to require Bid Bonds for all other bids. **If Bid Bonds are not included the bidder's results will not be considered.**

Bid Bonds remains in effect until the service or job is completed.



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Effective immediately, this notice shall be included in all Invitation to Bid (ITBs) to provide labor, supplies, or services for Alabama A&M University pursuant to contracts which are required by law to be publically bid.

NOTICE (ITB)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act NO. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* as amended (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with Alabama A&M University (the "University"). As a condition for the award of a contract which is required by law to be publically bid, and as a term and condition of the contract with the University, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, of the documentation established that the business entity or employer is enrolled in the E-Verify program. A response to this ITB which does not include the required proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.

In addition to providing proof of E-Verify enrollment, contractor must agree to the following clause which must be included any contract which is awarded through the bud process.

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

The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with this Act, and the contracting business entity or employer shall maintain records that are available upon by the university, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits.



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Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

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.

Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)



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.

REQUEST FOR FORMAL BID

CONTACT Jeffrey Robinson

PHONE 256-372-5227

DATE

June 8, 2016

BID NUMBER

2k16-08B

RESPONSE DUE BY

6/21/16 / 3:00 p.m.

~~256-372-5227~~

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

VENDOR NO.

V AIR PLANNING LLC ATTN: JEFF BAER
E
N TWO MAIN STREET
D
O SALEM, NH 03079
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
			See Additional Information Document for Full Pricing info.		

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

SIGNATURE

COMPANY REPRESENTATIVE

DATE

6/17/16

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	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.

Air Planning, LLC

603-890-0044

COMPANY NAME (TYPE OR PRINT)

TELEPHONE NUMBER

Sharon Thomas

603-890-0033

SIGNER'S NAME (TYPE OR PRINT)

FAX NUMBER

SIGNATURE

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: 2K16-08B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
			See Additional Information Document		

Grand Total:

FOB Point:	Terms:	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  6/17/16
Vendor Name Date

By Sharon Thomas

**See Additional Information Document



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Bid Number: N/A

Bus Passenger Capacity:

Bus Passenger Quoted:

Model: _____
Year

Brand Name

FOB Point:	TERMS:	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: _____
VENDOR NAME DATE

By:  _____

Federal Motor Carrier Safety Form

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

1. USDOT number: _____
2. Current USDOT safety rating: _____

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

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

Air Planning, LLC

ADDRESS

2 Main Street

CITY, STATE, ZIP

Salem, NH 03079

TELEPHONE NUMBER

(603) 890-0044

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☒

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☒

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama A&M University	Air Charter Service	
ALABAMA STATE UNIVERSITY	AIR CHARTER SERVICES	230K +/-

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
NONE		

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

Date

KASSIE PARKER, Notary Public
My Commission Expires September 4, 2018

Notary's Signature

Date

Date Notary Expires

Act 2001-255 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.

References

Air Planning's references are highly confidential and are protected from distribution. We value the time of our references, and ask that you only request reference information if you intend to utilize our services. We look forward to adding you to this list soon!

Pricing

September 18 & 19 HSV – HOU - HSV

Carrier	Aircraft	Seating	Price	Fuel Base	Catering
Xtra Airways	B737	12F/138Y	\$73,921	\$3.00	Standard Bev
Miami Air	B737-800	168	\$82,552	\$2.00	Standard Bev
Allegiant	MD-83	164	\$75,173	\$2.75	Standard Bev
World Atlantic	MD-83	155	\$64,374	\$3.00	Standard Bev

September 18 & 19 BMH – HOU - BMH

Carrier	Aircraft	Seating	Price	Fuel Base	Catering
Xtra Airways	B737	12F/138Y	\$71,131	\$3.00	Standard Bev
Miami Air	B737-800	168	\$82,346	\$2.00	Standard Bev
Allegiant	MD-83	164	\$72,140	\$2.75	Standard Bev

September 18 & 19 BNA – HOU - BNA

Carrier	Aircraft	Seating	Price	Fuel Base	Catering
Xtra Airways	B737	12F/138Y	\$76,944	\$3.00	Standard Bev
Miami Air	B737-800	168	\$90,325	\$2.00	Standard Bev
Allegiant	MD-83	164	\$77,336	\$2.75	Standard Bev

Carrier & Aircraft information

Miami Air:

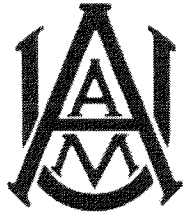
Miami Air is a charter carrier with four 737-800s in their fleet, all equipped with 168 seats. In flight entertainment is provided via overhead screen where a selected movie is played. Miami Air typically flies more than one team per aircraft and will not guarantee the aircraft will layover with the team. Miami Air provides customized headrest covers on all charters. Price includes taxes, fees and de-icing costs. They do not fly with an onboard representative. The payload for this aircraft is 39,000 lbs which allows for the team to travel with equipment. Miami air has excellent on time reliability.

Allegiant Air

Allegiant Air is a scheduled service airline that operates over 60 aircraft in their fleet, comprising MD83, A319, A320 and 757-200 aircraft. The fleet does not have any in-flight entertainment and the seats are ergonomically designed in a fixed position. The payload for this aircraft is 33,000 lbs which may limit the amount of equipment the team can travel with. Typically this carrier flies one team per aircraft but it is not guaranteed. Price includes taxes and fees but does not include de-icing costs. Allegiant air has a good on time history with Air Planning.

World Atlantic:

World Atlantic is a charter carrier with four MD83's in their fleet. These aircraft have a 150 coach configuration. World Atlantic is a low-cost carrier that does not have any in-flight entertainment. World Atlantic will schedule more than one team per aircraft. Price includes federal Excise Tax, Segment Fees, PFC's and all airport fees but does not include de-icing/anti-icing costs. World Atlantic does not have a lot of experience in the sports team market and their small fleet size can make recovering from mechanical delays difficult.



Alabama
A&M
University

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

June 4, 2016

To: Vendors
From: Alabama A&M University Department of Athletics
Re: Team Transportation

During the 2016-2017 fiscal year we are reaching out to air charter companies to obtain the best fit for the needs and objectives of our Division I athletic program in regards to team transportation.

We are requesting your company submit a bid to provide charter flight for our football team. The company that wins the bid must be able to provide options for departure and return from Huntsville(HSV) as well as other airports within a 100 mile radius.

Please return a signed copy of our Air Charter Requirements along with your actual bid submission by **June 21, 2016 3:00 P.M.**

Sincerely,

Jordan Brewer

Jordan Brewer
Ticket & Business Operations Assistant
jordan.brewer@aamu.edu
256-372-7103

Enclosures

- Flight Bid Requirements
- 2016 Athletic Team Flight Travel Schedule for Football

AIRCRAFT PROVIDED FOR TRAVEL MUST MEET THE FOLLOWING REQUIREMENTS PRIOR TO DEPARTURE:

Aircrafts that are reserved for our use must be in excellent condition and meet all USDOT and FAA regulations (current 121 and 135 certificates must be provided). In the event that the aircraft does not meet standard requirements and is unsatisfactory for our purposes, an aircraft that does meet standards and our specifications should be provided. Otherwise, a reduction in price or a refusal to use your service for the remainder of our travel or future travel will be the remedy if your company is awarded the bid.

- Exact aircraft type with aircraft registration and/or serial numbers
- Exact flight number provided prior to trip
- Workable DVD and TV monitors
- Proof of service of the flight prior to departure
- Flush type restrooms
- Adequate Air Conditioning/Heating
- Individual reading lights & Individual pull-down blinds
- Flights must be punctual and depart on time
- Aircrafts should be serviced and ready for travel prior to departure. Should an aircraft not be ready, another aircraft of equal or greater accommodations should be made available immediately.
- Each aircraft must be equipped with all safety devices and must meet all applicable federal regulations.
- The successful bidder will be required to carry a minimum of \$5,000,000 aviation liability insurance. 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:
 - 1. Bid Pricing
 - 2. Quality of the flight relative to appearance, comfort features, and mechanical reliability
 - 3. References from other Division I athletic programs
 - 4. Ability to provide services for fall, winter, and spring sports if needed
- Award will be made to the bidder who is determined by the University to best meet its needs and objectives.

I, Sharon Thomas, representative of Air Planning, LLC

(Signature)

(Name of Vendor/Company)

understand by signing this Charter 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.

Departure Date	Departure Location	Depart To	Return Date	Cost of Trip
9/30/2016	Huntsville, AL	Houston, TX	10/1/2016	
9/30/2016	Birmingham, AL	Houston, TX	10/1//2016	
9/30/2016	Nashville, TN	Houston, TX	10/1/2016	



THE AIR PLANNING BUILDING • TWO MAIN STREET • SALEM • NEW HAMPSHIRE • 03079 • PHONE: (603) 890-0044 • FAX: (603) 890-0033
SEE US ON THE WEB: WWW.AIRPLANNING.COM

Additional Information in response to Bid 2k16-08B

About Air Planning

Air Planning, LLC (Air Planning) has been arranging air charter services on behalf of collegiate customers since 1999. In addition to regular season team charters we also arrange charter transportation on behalf of teams, alumni, administration and fan travel to tournaments and bowl games including national championships.

Proven Capability

We bring competitive pricing and value to our customers as a result of our industry experience and established air carrier relationships. We have an exemplary track record for providing exceptional service.

Founding Member of ACANA

Air Planning is a proud founding member of the Air Charter Association of North America (ACANA). ACANA is an aviation industry organization dedicated to developing and establishing best practices in the air charter transportation industry. The association's membership comprises brokers and air carriers that are committed to ethical business practices. Brokers that have been subject to DOT (Department of Transportation) enforcement action are prohibited from membership.

Financial Stability

Air Planning maintains an escrow account with Level One Bank through Shelby Financial Corporation, an entity that offers third party escrow accounting for the travel industry. Our escrow services provider is familiar with DOT regulations and should not be confused with other less compliant or noncompliant escrow agents. Air Planning also maintains a year round letter of credit with the US Department of Transportation and continues to be in excellent financial health.

Speculative Pricing Warning

Consistent with DOT guidelines, Air Planning only proposes aircraft that are available at the time of bid and does not offer speculative pricing. All proposed pricing and availability are based on confirmed information furnished by the airline at the time of proposal submission. DOT regulation prohibits brokers from submitting proposals based on speculative pricing and availability. Demand to know the name of the air carrier being offered. Pursuant to DOT regulations, brokers are required to provide the name of the operator when submitting proposals and these proposals must be based on actual information provided by the an air carrier. Noncompliant bids should be rejected.

24/7/365 Service

Air Planning provides a 24-hour FLIGHTWATCH and a 24-hour Aviation Logistics Coordinator. There is no additional charge for this service.

Departures/Arrivals:

- All departures and arrivals are currently scheduled through the FBO.



The Air Planning Building, 2 Main Street Salem New Hampshire • Ph: 603-890-0044 • Fax: 603-890-0033
 www.airplanning.com • info@airplanning.com

AIR CHARTER AGREEMENT

This agreement is by and between Air Planning, LLC, a Massachusetts corporation with offices at The Air Planning Building, Two Main Street, Salem, NH 03079 and with offices at , herein after referred to as Charterer. **Failure to sign and return this agreement by** may result in this agreement being rendered void. At the option of Air Planning, LLC, this agreement is not binding until countersigned by both parties. This agreement is to appoint Air Planning LLC as the authorized agent of Charterer and as such is authorized to enter into agreements and act on behalf of the Charterer for the following flights:

CHARTER FLIGHT INFORMATION

Charterer:
Air Carrier(s):
Itinerary:

DATE	Flight Schedule (Times are Local)	Routing	Aircraft	Seats	Maximum # of Passengers

Fuel stop required:

A fuel stop may be required if unusual, unanticipated flight conditions prevail during flight

Catering:

Remarks:

Agreed to by Air Planning, LLC:

The Air Planning Building
 Two Main Street
 Salem, NH 03079

 Sharon Thomas, President

Date: _____

Agreed to by Charterer:

 Name and Title

Date: _____



CHARTER PRICE AND PAYMENT INFORMATION

TOTAL CHARTER RATE: \$ USD

PRICE INCLUDES: *FET, Segment fees and PFC's as applicable.

* On the direct/indirect air carrier cost.

PAYMENT SCHEDULE:

\$ due upon signing on or before

\$ due on or before

\$ due on or before

CANCELLATION POLICY:

% cancellation charge upon signing or receipt of payment

% cancellation charge on or after

% cancellation charge on or after

Sample

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

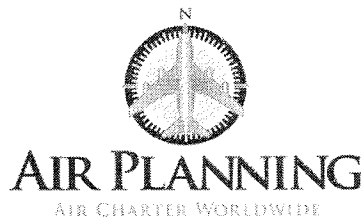
Agreed to by Charterer:

Sharon Thomas, President

Date: _____

Name and Title

Date: _____



CHARTER TYPE**TYPE OF CHARTER:****CHARTER TYPE DEFINITIONS:**

Please note other charter types may apply including Mixed Charters (Single Entity/Pro rata combination). If after reading the regulations you are unsure of the charter type please contact the Department of Transportation.

SINGLE ENTITY: CHARTER FLIGHT ARRANGED AND PAID FOR BY THE CHARTERER.

Charterer hereby confirms and warrants that the cost of the charter(s) is being paid in total by Charterer (as identified on page one of this Agreement). The passengers will not contribute directly or indirectly to the Charter cost. Department of Transportation regulations (14CFR Part 212).

PRO RATA (AFFINITY): CHARTER FLIGHT ARRANGED BY AN ORGANIZATION ON BEHALF OF ITS MEMBERSHIP.

DOT prohibits the advertising or sales of seats to the general public. Passengers must be members of a specific group and the charter arranged by an organization on behalf of its members. Only members meeting specific criteria may participate in the charter (members with at least six months membership and their immediate families. Six month membership not required for bona fide employees or students of a single commercial, industrial or government organization provided they have not become members for the purpose of travel). No solicitation, sales or participation may take place beyond the bona fide member. The charter price must be pro rated among the passengers except children under 12 may be offered discounted or free transportation. All printed materials shall contain the following notice in boldface, 10-point or larger type - "Some of the Federal rules that protect against tour changes and loss of passengers' money in publicly sold charters do not apply to this charter flight." Charterer hereby certifies and declares under penalty of perjury under the laws of the United States of America that all passengers are eligible for transportation under section 14CFR 212.5 of the DOT regulations or other appropriate sections as may apply. All passengers, carry-on and checked baggage along with any equipment must be screened.

PUBLIC: CHARTER FLIGHT SOLD TO THE GENERAL PUBLIC.

Individual sale of seat(s) to the general public. Advertising and sales of public charters are not permitted until appropriate public charter paperwork has been filed and approved by the appropriate government authority. Charterer assumes any and all liability for filing charter prospectus and compliance with applicable Department of Transportation regulations concerning operation of public charters. Charterer assumes any and all liability for any fines imposed by the Department of Transportation due to failure to follow and adhere to Department of Transportation regulations regarding the operation of public charters. More information can be found in the Code of Federal Regulations Title 14 Part 380. All passengers, carry-on and checked baggage along with any equipment must be security screened.

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____



Passenger funds may not be used for any payments due under this agreement nor should any funds be collected for the charter contemplated herein until the Department of Transportation has approved the public charter flight(s) by the issuance of a PC# and waiver # (latter if required). Charterer certifies and warrants that all payments made prior to obtaining DOT approval for the charter are not from passenger/general public funds.

If this agreement is executed by an agent for and on behalf of the charterer, agent represents and warrants to Air Planning, LLC and the air carrier that i) it is duly authorized to execute and deliver this agreement for and behalf of the Charterer and ii) it is duly authorized to deliver and receive for and behalf of the Charterer any and all notices regarding this agreement and the charter flight(s) contemplated herein and iii) that the agent has been authorized in writing via a signed verification from the Charterer that the type of charter is, as defined under the section heading of this agreement "Type of Charter" and Charterer has been furnished with the information contained in this Section in writing. Agent agrees to indemnify and hold Air Planning, LLC and Charterer harmless from and against any loss, cost or expense (including reasonable attorney's fees) paid or incurred by Air Planning arising from or relating to any act or omission of Air Planning, LLC relating to the subject matter of this Agreement done or omitted at the request of the Agent. Further, and in addition to any other remedy which may be available to Air Planning, LLC if any representation by the Agent in this paragraph shall be deemed at any time to be inaccurate Agent (and any person signing on behalf of agent) shall be personally responsible for the fulfillment of all of Charterer's obligations hereunder. If Agent is acting on behalf of one or more agents that are acting on behalf of the Charterer, Agent will ensure full compliance with this section as if they were acting as agent for the Charterer.

ADDITIONAL TERMS AND CONDITIONS

Agent For Charterer

It is understood that Air Planning, LLC is acting as agent for Charterer and as such is not responsible for any delays (mechanical or otherwise), cancellations, substitutions, damages, losses or other causes of action experienced by the Charterer from alleged failures on behalf of Air Carrier(s) or Air Carrier(s)' agents, or for situations beyond the control of Air Planning, LLC. Air Planning, LLC. is not a direct or indirect "Air Carrier". Air Planning, LLC does not own or operate any aircraft. All flights are operated by FAR Part 135 or 121 air carriers or foreign equivalent ("Operators"), who shall maintain full operational control of charter flights at all times. Air Planning, LLC is acting as the agent for Charterer in the capacity of a service provider. Air Planning LLC reserves the right to substitute aircraft and/or Air Carrier(s) as necessary. Price and availability are subject to change until this Agreement is fully executed.

Approvals and Consents

Flights are contingent on Air Carrier(s)' timely receipt of any consents and/or approvals of domestic or foreign governments, and/or other cognizant authorities including but not limited to airport management, ground handling service providers, customs, immigration, or other entity as required. Departure and arrival aircraft and passenger handling will be determined by the appropriate airport authorities and the air carrier. Ramp or terminal operations are not guaranteed. Ramp operations will require Charterer to provide motor coach transportation for all

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

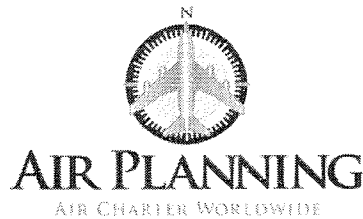
Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____



passengers and baggage to and from the aircraft. Flights are also contingent on the timely granting of all landing rights and any other rights and permissions required to operate the flights. Air Carrier(s) and Air Planning, LLC assume no liability in the event that any approvals or permissions are denied, withdrawn or modified at any time prior to flight that result in cancellations, airport substitutions, changes of terminal and/or gates, check-in locations, boarding locations, or changes to departure or arrival times. The Captain shall at all times maintain control of the aircraft and his/her decisions are final. The Air Carrier(s) is solely responsible for operational control of the aircraft at all times. Charterer agrees to comply with all Air Crew instructions.

Indemnification

Charterer agrees to indemnify and hold Air Planning, LLC free and harmless from, and to defend Air Planning against any and all claims, actions, and demands asserted against Air Planning, LLC including any legal fees and expenses incurred in the defense of such claims, actions, demands, arising out of act(s) or omission(s) of Charterer or Air Carrier(s), its agents, officers, employees or flight participants.

Passenger Documentation, Secure Flight and APIS

Charterer is responsible for providing Advanced Passenger Information Service (APIS) 120 hours (5 days) prior to the departure of international flights both departing and arriving to or from the US. This information includes Passenger Name, Date of Birth, Gender, Citizenship, Travel Document Type, Travel Document Number (if applicable). International flights will not be operated without completed APIS information. Domestic manifests are due a minimum of 72 hours (3 days) prior to flight departure. Domestic manifests must include all passengers full name including middle name or initial (as it appears on their government issued ID), birth date and gender. Manifests must be submitted electronically in the format specified by Air Planning, LLC. Due to security requirements, name changes or additions may not be accepted within 24hrs of departure. Charterer is solely responsible for the accuracy of APIS and manifest information, as well appropriate passenger travel documentation required for travel as outlined in the Itinerary section of this agreement. Air Planning, LLC assumes no liability for passengers that do not have appropriate documentation for travel. Charterer is responsible for providing all information required by the Transportation Security Administration's Secure Flight program. Any fines, penalties, or other resultant costs of any kind imposed as a result of inaccurate or missing information are the responsibility of the Charterer.

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____



Fuel Price Surcharge

In recognition of the possibility of continuing increases in the price of fuel required to furnish a Charter Flight, Charterer agrees that a fuel price surcharge may apply on both live (passenger carrying) and ferry (aircraft positioning) legs. To the extent aircraft fuel prices (including into-plane fees and fuel taxes) for a Charter Flight operated pursuant to this Agreement are greater than the Base Fuel Price, Charterer shall pay Air Planning, LLC for the amount of such increase. Failure to pay fuel surcharges may, at the option of Air Planning, LLC result in cancellation of flights referred to in the itinerary of this agreement. Applicable cancellation charges will apply. There is not a specific time period for which a fuel surcharge may be billed after contracted flights are completed. Charterer unconditionally guarantees and shall pay any fuel surcharge within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent. Fuel Base for flights operated pursuant to this agreement is \$. Per gallon.

Baggage Transportation

Skycap service/porter service is not included. Air Planning, LLC can arrange for these services, subject to availability, and at client's request. Additional charges will apply. Charterer or individual passengers are responsible for bringing all baggage required to be checked to the designated check-in counter(s), or other area as instructed by Air Planning, LLC. Charterer or individual passengers are responsible for collection of checked baggage at designated carousel or other area as instructed by Air Planning, LLC.

Baggage and Cargo Allowance & Conditions of Carriage

Maximum aircraft payload, inclusive of passengers weights, carry-on luggage, personal checked baggage, and all additional equipment and cargo, herein after referred to as Total Payload, is estimated at a maximum of pounds. Passengers are allowed one checked bag and one carry on bag. Actual passenger weights may reduce baggage allowance. Aircraft may exceed cubic capacity (bulk out) before exceeding payload capacity. Charterer warrants that Total Payload will remain within the maximum payload limitations specified by Air Carrier(s) for each flight. Payload carrying capacity may be beyond the control of Air Planning, LLC or Air Carrier(s). Charterer is solely responsible for arranging reduced by factors including but not limited to airport runway usable length, restrictions, weather conditions, or other factors transportation for payload that cannot be accommodated on aircraft. In the event of substitution of aircraft for any reason, Charterer shall have no right to more passenger seats, baggage space or cargo space of any kind, and shall not utilize any increase in payload carrying capacity. Charterer shall be solely responsible for transport of passengers, baggage and cargo in excess of the Total Payload stated in this Agreement, regardless of whether or not Air Carrier(s) or any substituted Air Carrier(s) transported this payload on a previous flight. Charterer shall be responsible for any airline demurrage charges. Charterer agrees to abide by the terms and conditions of Air Carrier's Contract of Carriage. Charterer must provide each passenger with written notice of the air carriers rules, contract of carriage and limitations of liability.

Departure Times

Departure times are not guaranteed. Times are subject to change for reasons including but not limited to airport and slot approvals and the availability of aircraft and passenger services. Direct loads, direct offloads or terminal

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____



operations are not guaranteed under any circumstances, and are subject to approval of entities including but not limited to the Air Carrier(s), Transportation Security Administration (TSA) or its applicable foreign equivalent, airport authorities, security screening companies, and ground handling service providers. Approval may be rescinded at any time. In the event that necessary screening cannot be arranged, the flight segment shall be operated out of an airport where TSA or applicable foreign equivalent screening is available. The Charterer unconditionally guarantees the payment of any additional fees associated with screening passengers within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent.

Tax Charges

Taxes are based on current data available at the time of initial pricing proposal. Tax charges are subject to change without notice and are the responsibility of the Charterer. Charterer unconditionally guarantees payment of any tax charge increases within three (3) business days of receipt of invoice, (or prior to departure if departure is within three days) by Charterer or Charterer's authorized agent. FET, if applicable on charter flights, is included (unless specifically stated otherwise) on the air transportation attributable to the amount charged by the direct or indirect air carrier. FET does not apply to service fees.

Checked Baggage

Checked baggage contents are for the convenience and normal wear of the passengers and must not contain any items that are prohibited by the TSA (Transportation Security Administration) or foreign equivalent. Visit www.tsa.gov for more information regarding prohibited items. Neither Air Planning, LLC or Air Carrier(s) will assume any liability for items unsuitable as checked baggage such as, but not limited to, musical instruments (including but not limited to guitars, drums), electronics (including but not limited to computers, phones, mobile devices, DVD players, TVs), ornamental items (including but not limited to antiques, clocks), artistic items (including but not limited to paintings, sculptures), photographic equipment (including but not limited to cameras or lenses), sporting/recreational equipment (including but not limited to skis, golf clubs, bicycles), paper (including but not limited to decorations, manuscripts), perishables (including but not limited to fruits, plants, chemicals, medicines), items made of or bottled in glass (including but not limited to crystal, perfumes, liquor), jewelry, currency or any item of value. Charterer agrees to abide by the terms and conditions of Air Carrier's Contract of Carriage.

If Charterer requests and Air Carrier(s) agrees to carry such items, carriage will be at the sole risk of Charterer, and Charterer shall indemnify Air Carrier(s) for any such damages arising from the carriage of such items. These items must be adequately packaged in an original factory sealed carton, cardboard mailing tube/container, or case designed for shipping or packed with internal protective material. A release may be required before acceptance of such items for carriage. Soft pack suitcases or bags constructed of cloth, canvas, or plastic or combinations thereof are also considered fragile and Air Planning, LLC shall have no liability with respect to the damage of such items. Air Planning, LLC is not responsible for any claims arising from lost or damaged valuables, and it is strongly recommended that if any valuables are checked as baggage, Charterer and/or passenger should insure these items.

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____



Confidentiality

The parties hereto acknowledge and agree that the provisions of this Agreement, including the pricing and cost provisions hereof, are secret and highly confidential. Accordingly, Charterer agrees that it will not reveal or disclose any of the commercial terms of this Agreement to any party without the prior written consent of Air Planning, except as otherwise required by law or except to the extent necessary to enforce any of the terms or conditions of this Agreement.

Governing Law

This agreement is governed by the laws of the State of Massachusetts. Any disputes will be settled in Massachusetts. In the event Air Planning, LLC or Charterer commences legal action as a result of this agreement or to enforce any provision hereof, Air Planning, LLC shall be entitled to recover from Charterer, in addition to damages, the attorneys fees and any expenses incurred by Air Planning, LLC as a result of such action. This Agreement constitutes the entire understanding and agreement between Air Planning, LLC and Charterer. No communications, representations, understandings or commitments, oral or otherwise, either prior to or subsequent to this agreement shall apply. This Agreement may only be amended in writing with the consent of both parties.

Miscellaneous

Section titles of this Agreement are inserted for convenience only, and in no way define, limit or describe the scope or intent of this Agreement and are not considered to be a part of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed the original, but all of which together constitute one and the same instrument. Each individual who executes this Agreement on behalf of a party represents that he or she is duly authorized to execute this Agreement on behalf of that party and is operating within the scope of his or her authority. In the event any section, clause, paragraph or provision of this agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, it shall not affect or invalidate any other section, clause, paragraph or provision of this agreement all of which shall remain in full force and effect. Any damage caused to the aircraft by the Charterer and/or its passengers is the responsibility of the Charterer, excepting normal wear and tear.

Agreed to by Air Planning, LLC:

The Air Planning Building
Two Main Street
Salem, NH 03079

Sharon Thomas, President

Date: _____

Agreed to by Charterer:

Name and Title

Date: _____

AIRCRAFT PROVIDED FOR TRAVEL MUST MEET THE FOLLOWING REQUIREMENTS PRIOR TO DEPARTURE:

Aircrafts that are reserved for our use must be in excellent condition and meet all USDOT and FAA regulations (current 121 and 135 certificates must be provided). In the event that the aircraft does not meet standard requirements and is unsatisfactory for our purposes, an aircraft that does meet standards and our specifications should be provided. Otherwise, a reduction in price or a refusal to use your service for the remainder of our travel or future travel will be the remedy if your company is awarded the bid.

- Exact aircraft type with aircraft registration and/or serial numbers *B737-400*
- Exact flight number provided prior to trip *SQ 100 HSV-HOU*
- Workable DVD and TV monitors *SQ 101 HOU-HSV* *N801TJ*
- Proof of service of the flight prior to departure *Yes*
- Flush type restrooms *Yes*
- Adequate Air Conditioning/Heating *Yes*
- Individual reading lights & Individual pull-down blinds *Yes*
- Flights must be punctual and depart on time *Yes*
- Aircrafts should be serviced and ready for travel prior to departure. Should an aircraft not be ready, another aircraft of equal or greater accommodations should be made available immediately. *In place 2 hrs in advance of departure*
- Each aircraft must be equipped with all safety devices and must meet all applicable federal regulations. *In Compliance*
- The successful bidder will be required to carry a minimum of \$5,000,000 aviation liability insurance. Certificate of Insurance must be provided to the University. *AIRLINE CARRIES \$750,000,000 of liability INS.*
- 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. *Agreed*
- The successful bidder will be determined by evaluation of a number of factors which include but are not limited to the following:
 - 1. Bid Pricing
 - 2. Quality of the flight relative to appearance, comfort features, and mechanical reliability
 - 3. References from other Division I athletic programs
 - 4. Ability to provide services for fall, winter, and spring sports if needed
- Award will be made to the bidder who is determined by the University to best meet its needs and objectives.

I Bryan Thompson, representative of AIR CHARTER SERVICES, INC
(Signature) (Name of Vendor/Company)

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

Bryan Thompson

Alabama A&M Football Air Charter Services

June 16th, 2016

PASS Charters
Susan M. Pavlak – COO
Phone: (248)-282-5521
Fax: (248)-644-3316
spavlak@passcharters.com
6540 Highland Rd. Suite 1
Waterford, MI 48327

Jared Goltz- Account Manager
Phone: (248) 282-5518
Fax: (248)-644-3316
jgoltz@passcharters.com
6540 Highland Rd. Suite 1
Waterford, MI 48327

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's quote.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above named organization.

To the best of my knowledge all information provided in the enclosed quote, both programmatic and financial, is complete and accurate at the time of submission.



Authorized Signature

6/16/16

Date

Jared Goltz, Account Manager
Name and Title (Typed)

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. 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.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete 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 Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer 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) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, 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

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming 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 mismatch 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 (customer service) or 1-888-897-7781 (worker hotline).

14. 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, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. 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 immigration-related unfair 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-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).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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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 prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin 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 three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor 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 three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin 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.
- c. Federal contractors 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 under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors 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 those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not 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 based on this Article.

3. The Employer understands that if it is a Federal contractor, 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed 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).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. 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.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

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 E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight 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 determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

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

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. 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.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. 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 MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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.
- E. The Employer understands that 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,

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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).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer AIR CHARTER SERVICES, INC.	
Name (Please Type or Print) Bryan M Thompson	Title
Signature Electronically Signed	Date 05/12/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/13/2015

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	AIR CHARTER SERVICES, INC.
Company Facility Address	9360 LOS ALISOS WAY FORT MYERS, FL 33908
Company Alternate Address	
County or Parish	PINELLAS
Employer Identification Number	453111235
North American Industry Classification Systems Code	481
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

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

FLORIDA

1 site(s)

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

Name Bryan M Thompson
Phone Number (443) 510 - 5599
Fax Number (954) 581 - 4261
Email Address bryanaircharterservices@gmail.com

Company ID Number: 877332

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ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
PURCHASING DEPARTMENT
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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 BID NUMBER

June 8, 2016

2k16-08B

RESPONSE DUE BY

6/21/16 / 3:00 p.m.

~~MODIFIED~~

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

CONTACT Jeffrey Robinson

PHONE 256-372-5227

VENDOR NO.

V *AIR CHARTER SERVICES, INC.*
E *ALL WORLDWIDE TRAVEL*
N *PO BOX 1441 9360 LOS ALISOS WAY*
D
O *SOUTHAMPTON, PA 18966*
R *FT. MYERS, FL. 33908*

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
			AIR CHARTER FLIGHT FOR FOOTBALL TEAM TRAVEL TO HOUSTON	\$61,950.00	

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

\$61,950.00

SIGNATURE

Byron Thompson
COMPANY REPRESENTATIVE

DATE

6/14/16

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	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.

AIR CHARTER SERVICES, INC.
COMPANY NAME (TYPE OR PRINT)

(443) 510-5599
TELEPHONE NUMBER

Bryan Thompson
SIGNER'S NAME (TYPE OR PRINT)

(239) 437-0686
FAX NUMBER

Bryan Thompson
SIGNATURE

JUNE 14, 2016
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: 2K16-08B

Page 1 of 2

Item #	Quantity	Unit	Description	Unit Price	Total Price
	1		AIR CHARTER SERVICES FOR FOOTBALL TEAM	\$61,950.00	

Grand Total: \$61,950.00

FOB Point:	Terms: <u>Deposit - July 1, 2016</u> <u>Balance - Aug. 30, 2016</u>	Warranty:
Estimated Delivery: <u>9/30 - 10/1/2016</u>	Your Reference No.:	Quotation Effective Until: <u>SEPT. 1, 2016</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 AIR CHARTER SERVICES, INC. 6/14/16
Vendor Name Date

By Bryan Thompson



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM
AIR CHARTER SERVICES, INC.

ADDRESS
2500 EXT LAS OLAS BLVD. #1409

CITY, STATE, ZIP
FT. LAUDERDALE, FL. 33301

TELEPHONE NUMBER
()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
ALABAMA A&M UNIVERSITY

ADDRESS
DEPT. OF ATHLETICS, P.O. Box 1597

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

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

NONE

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
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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.)

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

NONE

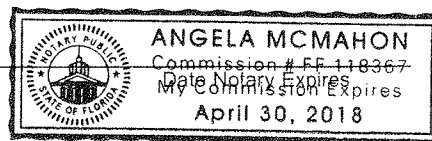
By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly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

Angela McMahon
Signature

6/14/16
Date

x *Angela McMahon*
Notary's Signature

6/14/16
Date



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.